



भारत का राजपत्र

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सं. 5] नई दिल्ली, जनवरी 23—जनवरी 29, 2011, शनिवार/माघ 3—माघ 9, 1932
No. 5] NEW DELHI, JANUARY 23—JANUARY 29, 2011, SATURDAY/MAGHA 3—MAGHA 9, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 जनवरी, 2011

का.आ. 262.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए (पश्चिम बंगाल राज्य सरकार, गृह (राजनीतिक) विभाग, गुप्त अनुभाग, कोलकाता की दिनांक 26-11-2010 की अधिसूचना सं. 2149 पी.एस., द्वारा प्राप्त सहमति से पुलिस कस्टडी से निकोल तमांग के पलायन के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 224 के अधीन पुलिस स्टेशन प्रधान नगर (पश्चिम बंगाल) में दर्ज मामला सं. 259/10 दिनांक 22-8-2010 तथा उपर्युक्त उल्लिखित अपराधों के संबंध में

प्रयास, दुष्प्रेरण तथा घडयंत्र या इसी संव्यवहार के क्रम में या उन्हीं तथ्यों से उद्भूत अन्य किन्हीं अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकार का विस्तार एतद्वारा सम्पूर्ण पश्चिम बंगाल राज्य के सम्बन्ध में करती है।

[सं. 228/82/2010-ए वी डी-II]

आर. के. गुप्ता, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 18th January, 2011

S. O. 262.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the

Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of West Bengal, Home (Political) Department, Secret Section, Kolkata vide Notification No. 2149 dated 26th November, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of West Bengal for investigation Case No. 259/10 dated 22-8-2010 under Section 224 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Pradhan Nagar (West Bengal) relating to escape of Nicol Tamang from the Police Custody and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No. 228/82/2010-AVD-II]

R. K. GUPTA, Under Secy.

नई दिल्ली, 18 जनवरी, 2011

का.आ. 263.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पश्चिम बंगाल राज्य सरकार, गृह (राजनैतिक) विभाग, गुप्त अनुभाग, कोलकाता की दिनांक 26-11-2010 की अधिसूचना सं. 2148-पी.एस., द्वारा प्राप्त सहमति से मदन तमांग, पूर्व अध्यक्ष आल इंडिया गोरखा लीग की हत्या के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 147, 148, 149, 427, 506, 302, 120-बी और 34 के अधीन पुलिस स्टेशन दार्जिलिंग, सदर (पश्चिम बंगाल) में दर्ज मामला सं. 89/10 दिनांक 21-5-2010 तथा उपर्युक्त उल्लिखित अपराधों के संबंध में प्रयास, दुष्प्रेरण तथा घडयंत्र या इसी संब्यवहार के क्रम में या उन्हीं तथ्यों से उद्भूत अन्य किन्हीं अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकार का विस्तार एतद्वारा सम्पूर्ण पश्चिम बंगाल राज्य के सम्बन्ध में करती है।

[सं. 228/81/2010-ए वी डी-II]

आर. के. गुप्ता, अवर सचिव

New Delhi, the 18th January, 2011

S. O. 263.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of West Bengal, Home (Political) Department, Secret Section, Kolkata vide Notification No. 2148-P. S. dated 26th November, 2010, hereby extends the powers and jurisdiction of the members of the Delhi

Special Police Establishment to the whole of the State of West Bengal for investigation of Case No. 89/10 dated 21-5-2010 under Section 147, 148, 149, 427, 506, 302, 120B IPC and 34 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Darjeeling, Sadar (West Bengal) relating to the murder of Madan Tamang, Ex-President of All India Gorkha League and attempt, abetment and conspiracy in relation to or in connection with above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No. 228/81/2010-AVD-II]
R. K. GUPTA, Under Secy.

नई दिल्ली, 19 जनवरी, 2011

का.आ. 264.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा संस्थापित आरसी. 4 (एस)/2010-सीबीआई/एससीबी/मुंबई (सोहराबुद्दीन शेख के कथित नकली मुठभेड़ में) केंद्रीय अन्वेषण व्यूरो की तरफ से माननीय सर्वोच्च न्यायालय में पैरवी करने के लिए श्री सुब्रामनियम प्रसाद, एडवोकेट को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/34/2010-ए वी डी-II]
आर. के. गुप्ता, अवर सचिव

New Delhi, the 19th January, 2011

S. O. 264.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Subramonium Prasad, Advocate as Special Public Prosecutor in RC. 4(S)/2010-CBI/SCB/Mumbai (alleged fake encounter of Sohrabuddin Sheikh) in the Hon'ble Supreme Court of India on behalf of Central Bureau of Investigation.

[No. 225/34/2010-AVD-II]
R. K. GUPTA, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 18 जनवरी, 2011

का.आ. 265.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उप-खंड (1) और (2) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री हरविंदर सिंह (जन्म तिथि : 28-04-1957), वरिष्ठ प्रबंधक, नई दिल्ली, बैंक ऑफ इंडिया की एनआरआई शाखा को दिनांक 1-02-2011 को अथवा उसके बाद पदभार ग्रहण करने की तारीख से तीन वर्षों की

अवधि के लिए अथवा जब तक वे बैंक ऑफ इंडिया के अधिकारी के रूप में अपना पदभार नहीं छोड़ देते अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, बैंक ऑफ इंडिया के निदेशक मंडल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 6/39/2010-बीओ-I]
सुमिता डावरा, निदेशक

3-2-1951), Executive Director, Reserve Bank of India as Deputy Governor, Reserve Bank of India for a period upto 28-2-2013 from the date of his taking over charge of the post or until further orders, whichever is earlier.

[F. No. 7/1/2009-BO-I]
SUMITA DAWRA, Director

नई दिल्ली, 25 जनवरी, 2011

MINISTRY OF FINANCE
(Depatment of Financial Services)

New Delhi, the 18th January, 2011

S.O. 265.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) & (2) of clause 9 of The Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Banks of India, hereby nominates Shri Harvinder Singh (DOB : 28-4-1957), Senior Manager, New Delhi, NRI Branch of Bank of India, as Officer Employee Director on the Board of Directors of Bank of India for a period of three years from the date of assumption of charge of the post on or after 1-2-2011 or until he ceases to be an officer of the Bank of India or until further orders, which ever is the earliest.

[F. No. 6/39/2010-BO-I]
SUMITA DAWRA, Director

नई दिल्ली, 18 जनवरी, 2011

का. आ. 266.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री आनंद सिन्हा (जन्म-तिथि : 3-2-1951), कार्यपालक निदेशक, भारतीय रिजर्व बैंक को उनके द्वारा पद का कार्यभार ग्रहण करने की तारीख से लेकर 28-2-2013 की अवधि तक अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, भारतीय रिजर्व बैंक के उप-गवर्नर के रूप में नियुक्त करती है।

[फा. सं. 7/1/2009-बीओ-I]
सुमिता डावरा, निदेशक

New Delhi, the 18th January, 2011

S.O. 266.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby appoints Shri Anand Sinha (DOB :

का. आ. 267.—जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अशोक सिंह को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय जीवन बीमा निगम के निदेशक मण्डल में गैर-सरकारी सदस्य के रूप में नियुक्त करती है।

[फा. सं. ए-15011/1/2007-बीमा-III]
एस. के. मोहन्ती, अवर सचिव

New Delhi, the 25th January, 2011

S.O. 267.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri Ashok Singh as Non-Official Member on the Board of the Life Insurance Corporation of India for a period of three years from the date of Notification or until further orders, whichever is earlier.

[F. No. A-15011/1/2007-Ins. III]

S. K. MOHANTY, Under Secy.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 19 जनवरी, 2011

का. आ. 268.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2009-2010 से आगे इंटरनेशनल एडवांस्ड रिसर्च, सेंटर फोर पावर मेटालर्जी एंड न्यू मटारियल्स (एआरसी-इंटरनेशनल), हैदराबाद को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त धनराशि का विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अधिसूचना सं. 4/2011/फा. सं. 203/27/2010-आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि-II)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 19th January, 2011

S.O. 268.—It is hereby notified for general information that the organization International Advanced Research, Centre for Power Metallurgy and New Materials (ARC-International), Hyderabad has approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment year 2009-2010 onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research

- referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 04/2011/F. No. 203/27/2010-ITA-II]

AJAY GOYAL, Director (ITA-II)

नई दिल्ली, 20 जनवरी, 2011

का. आ. 269.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम 4 के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क बोर्ड के निम्नलिखित कार्यालय को जिनके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

केन्द्रीय उत्पाद शुल्क एवं सेवा कर, आयुक्तालय, पटना
तृतीय तल, एनेक्सी भवन,
केन्द्रीय राजस्व भवन,
वीरचन्द्र पटेल पथ, पटना-800 001

[फा. सं. 11015/03/2010-हिन्दी-2]
पूर्णिमा शर्मा, उप निदेशक (राजभाषा)

New Delhi, the 20th January, 2011

S.O. 269.—In pursuance of Sub Rule 4 of rule 10 of the Official Language (use of Official purpose of the union) Rule, 1976 the Central Government hereby notifies the following office under the Central Board of Excise & Customs, Department of Revenue, the 80% staff where of have acquired the working knowledge of Hindi :—

Commissionerate of Central Excise & Service Tax
3rd Floor, Annexe Bhawan,
CR Building, Virchand Patel Path, Patna

[F. No. 11015/3/2010-Hindi-2]

PURNIMA SHARMA, Dy. Director (OL)

विदेश मंत्रालय

(सीपीबी प्रभाग)

नई दिल्ली, 13 जनवरी, 2011

का. आ. 270.—राजनयिक और कॉसलीय आफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री नवल प्रभाकर थपलियाल, अपर श्रेणी लिपिक को 13-1-2011 से भारत के कॉसलावास, जूबा, सूडान में सहायक कॉसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी-4330/1/2006]

आर. कै. पेरिन्डिया, अवर सचिव (कॉसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Divison)

New Delhi, the 13th January, 2011

S.O. 270.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Naval Prabhakar Thapliyal, UDC in the Consulate General of India, Juba (Sudan) to perform the duties of Assistant Consular Officer with effect from 13th January, 2011.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूर-संचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 17 जनवरी, 2011

का. आ. 271.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य-साधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक, सूचना प्रौद्योगिकी परियोजना परिमंडल,
भारत संचार निगम लिमिटेड, चिंचवड पुणे-411019

[सं.ई.-11016/1/2009-रा.भा.]
सुधा श्रोत्रिय, संयुक्त सचिव (प्रशासन)

**MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY**

(Department of Telecommunications)

(O. L. Section)

New Delhi, the 17th January, 2011

S.O. 271.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules 1976 (as amended-1987), the Central Government hereby notifies the following Office under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager,
Information Technology Project Circle,
Bharat Sanchar Nigam Limited, Chinchwad
Pune-411019

[No. E-11016/1/2009-O. L.]

SUDHA SHROTRIA, Jt. Secy. (Admin)

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा प्रभाग)

नई दिल्ली, 5 जनवरी, 2011

का. आ. 272.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा एवं साक्षरता विभाग) के अन्तर्गत राष्ट्रीय अध्यापक शिक्षा परिषद, नई दिल्ली को, ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11011-1/2010-रा.भा.ए.]
डा. अनिता भटनागर जैन, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

(O. L. Division)

New Delhi, the 5th January, 2011

S.O. 272.—In pursuance of sub rule (4) of rule 10 of the Official Languages, (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies National Council for Teacher Education, New Delhi under the Ministry of Human Resource Development, (Dept. of School Education and Literacy) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

[No. 11011-1/2010-O. L. U.]

Dr. ANITA BHATNAGAR JAIN, Jt. Secy.

परमाणु ऊर्जा विभाग

मुंबई, 28 दिसम्बर, 2010

का. आ. 273.—सार्वजनिक परिसर अधिनियम (अप्राधिकृत अधिभेदियों की बेदखली) 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विभाग के सक्षम प्राधिकारी मुख्य प्रशासनिक अधिकारी, भाभा परमाणु अनुसंधान केन्द्र, विशाखापट्टनम परियोजना जो सरकार के राजपत्रित अधिकारी हैं, को भाभा परमाणु अनुसंधान केन्द्र, विशाखापट्टनम परियोजना के प्रशासनिक नियंत्रण के तहत विशाखापट्टनम में खरीदे गए परिसर, पट्टा अथवा भाड़े पर लिए गए परिसर के संदर्भ में उपरोक्त अधिनियम के उद्देश्य हेतु संपदा अधिकारी के रूप में नियुक्त करते हैं।

[सं. 5/2(19)/2010-एसयूएस/335]

ए. सुकुमारन, अवर सचिव

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 28th December, 2010

S.O. 273.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Competent Authority in the Department appoints the Chief Administrative Officer, Bhabha Atomic Research Centre, Visakhapatnam Project, a Gazetted Officer of the Government, to be the Estate Officer for the purposes of the said Act in respect of the premises purchased, leased or rented in Visakhapatnam under the administrative control of Bhabha Atomic Research Centre, Visakhapatnam Project.

[No. 5/2(19)/2010-SUS/335]

A. SUKUMARAN, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 17 सितम्बर, 2010

का.आ. 274.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स यूनिवर्सल कंस्ट्रैक्शन मशीनरी एंड इक्यूपमेंट लि., यूनिवर्सल हाऊस, वार्ज जकत नाका, कोथरूड़, पुणे-52 महाराष्ट्र द्वारा विनिर्मित यथार्थता वर्ग 2 वाले “20एम³/hr” शृंखला के डिस्कंटिन्युअस टोटलाइंजिंग स्वचालित तोलन उपकरण (टोटलाइंजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम “बेचिंग प्लांट” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/14 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कंटिन्युअस टोटलाइंजिंग स्वचालित तोलन उपकरण (टोटलाइंजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 750 कि.ग्रा., न्यूनतम क्षमता 50 कि. ग्रा. है। मापमान अन्तराल (डी) 1 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए वेइंग इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। स्टाम्पिंग के लिए इंडीकेटर के फ्रंट लेफ्ट साइड से सीलिंग वायर निकाल कर और राइट रियर साइड लीड सील के साथ स्टाम्पिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 50 कि.ग्रा. से 2000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(12)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 17th September, 2010

S.O. 274.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class -II of Series “20M³/hr” and with brand name “BATCHING PLANT” (hereinafter referred to as the said Model), manufactured by M/s Universal Construction Machinery & Equipment Ltd. “Universal House”, Warje Jakat Naka, Kothrud, Pune-52, Maharashtra and which is assigned the approval mark IND/09/10/14;

The said model is a strain gauge type load cell based Automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 750 kg. and minimum capacity of 50 kg. The scale interval (d) is 1kg. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model (Hopper)

Figure-3 Sealing Diagram of the sealing provision of the model

Sealing shall be done to prevent opening of the weight indicator for fraudulent practice. Stamping plate is connected through sealing wire passing from the front left side of indicator and right rear side with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacities in the range of 50kg. to 2000 kg. for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(12)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 17 सितम्बर, 2010

का.आ. 275.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स यूनिवर्सल कंस्ट्रैक्शन मशीनरी एंड इक्यूपमेंट लि., यूनिवर्सल हाऊस, वार्जे जकत नाका, कोथरूद, पुणे-52 महाराष्ट्र द्वारा विनिर्मित यथार्थता वर्ग 2 वाले “30एम³/hr” शृंखला के डिस्कटिन्युअस टोटलाइंजिंग स्वचालित तोलन उपकरण (टोटलाइंजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम “बेचिंग प्लांट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/13 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कटिन्युअस टोटलाइंजिंग स्वचालित तोलन उपकरण (टोटलाइंजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 350 कि.ग्रा., न्यूनतम क्षमता 50 कि. ग्रा. है। मापमान अन्तराल (डी) 1 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए वेइंग इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। स्टाम्पिंग के लिए इंडीकेटर के फ्रंट लेफ्ट साइड से सीलिंग वायर निकाल कर और राइट रियर साइड लीड सील के साथ स्टाम्पिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 50 कि.ग्रा. से 2000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 5×10^4 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(12)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 17th September, 2010

S.O. 275.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class -II of Series “30M³/hr” and with brand name “BATCHING PLANT” (hereinafter referred to as the said Model), manufactured by M/s Universal Construction Machinery & Equipment Ltd. “Universal House”, Warje Jakat Naka, Kothrud, Pune-52, Maharashtra and which is assigned the approval mark IND/09/10/13;

The said model is a strain gauge type load cell based automatic weighing instrument (Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 350 kg. and minimum capacity of 50 kg. The scale interval (d) is 1kg. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model (Hopper)

Figure-3 Sealing Diagram of the sealing provision of the model

Sealing shall be done to prevent opening of the weight indicator for fraudulent practice. Stamping plate is connected through sealing wire passing from the front left side of indicator and right rear side with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacities in the range of 50kg. to 2000 kg. for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(12)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 276.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स राइस लेक वेइंग सिस्टम्स इंडिया लिमिटेड, 412/7ए, जी एस टी रोड, क्रोमपैट, चेन्नई-600044 द्वारा विनिर्मित मध्यम यथार्थता-III) वाले “720/i” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “आरएलडब्ल्यूएसआईएल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/366 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा., न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। जेट मेट्रिक्स लिक्विड क्रिस्टल डायोड (एल सी डी) तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपर्युक्त कार्य का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 , 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 276.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium Accuracy (Accuracy class -III) of Series “720i” and with brand name “RLWSIL” (hereinafter referred to as the said model), manufactured by M/s Rice Lake Weighing Systems India Limited, 412/7A, GST Road, Chromepet, Chennai-600044 and which is assigned the approval mark IND/09/10/366;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a minimum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Dot Matrix Liquid Crystal Display (LCD) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for ‘e’ value of 1mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(231)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 277.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स राइस लेक वेइंग सिस्टम्स इंडिया लिमिटेड, 412/7ए, जी एस टी रोड, क्रोमपैट, चेन्नई-600044 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता 3) वाले “720/i” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “आरएलडब्ल्यूएसआईएल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/367 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। डोट मेट्रिक्स लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की बाड़ी में से सीलिंग वायर निकालकर स्केल के राइट साइड/लेफ्ट साइड में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 277.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III of Series “7201” and with brand name “RLWSIL” (hereinafter referred to as the said Model), manufactured by M/s. Rice Lake Weighing Systems India Limited, 412/7A, GST Road, Chromepet, Chennai-600044 and which is assigned the approval mark IND/09/10/367;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Dot Matrix Liquid Crystal Display (LCD) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

Figure-2 Sealing Diagram of sealing provision of the Model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the Model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 278.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स राइस लेक वेइंग सिस्टम्स इंडिया लिमिटेड, 412/7ए, जी एस टी रोड, क्रोमपैट, चेन्नई-600044 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता III) वाले “720/i” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज- मल्टी लोड सैल टाइप) के मॉडल का, जिसके ब्रांड का नाम “आरएलडब्ल्यूएसआईएल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/368 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज- मल्टी लोड सैल टाइप) है। इसकी अधिकतम क्षमता 80 टन और न्यूनतम क्षमता 400 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 20 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है। डोट मेट्रिक्स लिक्विड क्रिस्टल डायोड (एल सी डी) तोलन परिणाम उपर्योगित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के राइट साइड/बैक साइड में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले की बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपर्योग का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 5 से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 278.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge-Multi Load Cell Type) with digital indication of Medium Accuracy (Accuracy class -III) of Series “720 i” and with brand name “RLWSIL” (hereinafter referred to as the said model), manufactured by M/s Rice Lake Weighing Systems India Limited, 412/7A, GST Road, Chromepet, Chennai-600044 and which is assigned the approval mark IND/09/10/368;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge-Multi Load Cell Type) with a maximum capacity of 80 tonne and minimum capacity of 400 kg. The verification scale interval (e) is 20kg. It has a tare device with a 100 percent subtractive retained tare effect. The Dot Matrix Liquid Crystal Display (LCD) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or above and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(231)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 279.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स राइस लेक वेइंग सिस्टम्स इंडिया लिमिटेड, 412/7ए, जी एस टी रोड, क्रोमपैट, चेन्नई-600044 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता III) वाले “920i” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज- मल्टी लोड सैल टाइप) के माडल का, जिसके ब्रांड का नाम “आरएलडब्ल्यूएसआईएल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/369 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज-मल्टीलोड सैल टाइप) है। इसकी अधिकतम क्षमता 60 टन और न्यूनतम क्षमता 400 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। डॉट मेट्रिक्स लिक्विड क्रिस्टल डायोड (एल सी डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की बाड़ी में से सीलिंग वायर निकाल कर स्केल के राइट साइड/बैक साइड में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो घनात्मक या ऋणात्मक पूर्णक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2010]
बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 279.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge-Multi Load Cell Type) with digital indication of Medium Accuracy (Accuracy class -III) of Series “920 i” and with brand name “RLWSIL” (hereinafter referred to as the said model), manufactured by M/s Rice Lake Weighing Systems India Limited, 412/7A, GST Road, Chromepet, Chennai-600044 and which is assigned the approval mark IND/09/10/369;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge-Multi Load Cell Type) with a maximum capacity of 60 tonne and minimum capacity of 400 kg. The verification scale interval (e) is 20kg. It has a tare device with a 100 percent subtractive retained tare effect. The Dot Matrix Liquid Crystal Display (LCD) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or above and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(231)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 280.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स राइस लेक वेइंग सिस्टम्स इंडिया लिमिटेड, 412/7ए, जी एस टी रोड, क्रोमपैट, चेन्नई-600044 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता-वर्ग-III) वाले “समार्ट 460” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज- मल्टी लोड सैल टाइप) के मॉडल का, जिसके ब्रांड का नाम “आरएलडब्ल्यूएसआईएल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/370 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलैक्ट्रोनिक वेब्रिज-मल्टीलोड सैल टाइप) है। इसकी अधिकतम क्षमता 60 टन और न्यूनतम क्षमता 400 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाढ़ी में से सीलिंग वायर निकाल कर डिस्प्ले के राइट साइड/बैक साइड में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्प्ले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{24} , 2×10^{24} या 5×10^{24} , के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 280.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge-Multi Load Cell Type) with digital indication of Medium Accuracy (Accuracy class -III) of Series “SMART 460” and with brand name “RLWSIL” (hereinafter referred to as the said model), manufactured by M/s. Rice Lake Weighing Systems India Limited, 412/7A, GST Road, Chromepet, Chennai-600044 and which is assigned the approval mark IND/09/10/370;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge-Multi Load Cell Type) with a maximum capacity of 60 tonne and minimum capacity of 400 kg. The verification scale interval (e) is 20kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or above and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(231)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 281.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स राइस लेक वेइंग सिस्टम्स इंडिया लिमिटेड, 412/7ए, जी एस टी रोड, क्रोमपैट, चेन्नई-600044 द्वारा विनिर्मित यथार्थता वर्ग-0.5 वाले “डीए 100” शृंखला के अंकक सूचन सहित, स्वचालित रेल वेब्रिज (पिटलैस टाइप) के मॉडल का, जिसके ब्रांड का नाम “रेल वे” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/371 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित स्वचालित रेल वेब्रिज (पिटलैस टाइप) है। इसकी अधिकतम क्षमता 120 टन है। और न्यूनतम क्षमता 10 टन है। सत्यापन मापमान अंतराल (ई) <100 कि.ग्रा. है। उपकरण के लिए स्पीड लिमिट 1 कि.मी./घंटा से 15 कि.मी./घंटा है। वैक्यूम फ्लोरेंसेंट डिस्प्ले (वीएफडी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर की बाड़ी पर बनाए गए छेदों में से सीलिंग वायर निकाल कर लीड सील लगायी जाती है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपर्युक्त को एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” 1×10^{24} , 2×10^{24} , 5×10^{24} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(231)/2010]
बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 281.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of ‘Automatic Rail Weighbridge’ (Pitless type) with digital indication of “DA-100” series of accuracy class- 0.5 and with brand name “RAIL WEIGH” (herein referred to as the said model), manufactured by M/s Rice Lake Weighing Systems India Limited, 412/7A, GST Road, Chromepet, Chennai-600044 and which is assigned the approval mark IND/09/10/371;

The said model is a strain gauge type compression load cell based Automatic Rail Weighbridge (Pitless type) with a maximum capacity of 120 tonne and minimum capacity of 10 tonne. The verification scale interval (e) is < 100kg. The speed limit for the instrument is 1km/hr to 15km/h. The Vacum Fluorescent Display (VFD) display indicates the weighing result. The instrument operates on to 230V, 50 Hz alternative current power supply.

Figure-1 Model

Figure-2 Sealing Diagram

Sealing is done through the holes made in the body of the indicator by passing a sealing wire through these holes and lead seal is applied. The indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 5tonne to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5kg. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(231)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 282.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवरेस्ट इंस्ट्रूमेंट्स प्रा.लि., चन्दन पार्क के पास, स्टेशन रोड, विसनगर-384315 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ईडीटी” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम “एवरेस्ट” है (जिसे इसमें इसके पश्चात उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/264 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा., और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्योग करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाड़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपर्योग का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माण के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 तक 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(176)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 282.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves and issues the certificate of approval of the Model of non-authomatic weighing instrument (Tabletop type) with digital indication, belonging to Medium Accuracy (Accuracy class-III) of series “EDT” and with brand name “EVEREST” (hereinafter referred to as the said Model), manufactured by M/s. Everest Instruments Pvt. Ltd. Nr. Chandan Park, Station Road, Visnagar, 384315 (Gujarat) which is assigned the approval mark IND/09/10/264;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

Figure-2 Schematic diagram of Sealing of the Model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the Model is given above.

The instrument has external control to calibration. A dip switch has been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy, performance and of the same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 10000 for ‘e’ value of 100mg. to 2g. and with number of verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufacturered by the said manufacturer in accordance with the same principle, design and materials with which, the approved Model has been manufactured.

[F.No.WM-21 (176)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 283.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्यांथों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एवरेस्ट इंस्ट्रुमेंट्स प्रा.लि., चन्दन पार्क के पास, स्टेशन रोड, विसनगर-384315 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थी (यथार्थीता-III) वाले “ईडीएलके” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम “एवरेस्ट” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/265 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा., और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाढ़ी के होल्स में से सीलिंग बायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपर्यांथ का एक प्ररूपी योजनाबद्ध डाग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थीता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(176)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 283.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of series “EDLK” and with brand name “EVEREST” (hereinafter referred to as the said Model), manufactured by M/s. Everest Instruments Pvt. Ltd., Nr. Chandan Park, Station Road, Visnagar-384315 (Gujarat) which is assigned the approval mark IND/09/10/265;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

Figure-2 Schematic diagram of Sealing provision of the Model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the Model is given above.

The instrument has external control to calibration. A dip switch has been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of the same series with maximum capacity above 50kg. up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , k is a positive or negative whole number or equal to zero, manufactured by the said manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No.WM-21 (176)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 284.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स एवरेस्ट इंस्ट्रमेंट्स प्रा.लि., चन्दन पार्क के पास, स्टेशन रोड, विसनगर 384315 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ईसीआर” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (क्रेन टाइप) के मॉडल का, जिसके ब्रांड का नाम “एवरेस्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/266 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रेन प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा., और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाढ़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 5 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(176)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 284.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Crane type) with digital indication of Medium Accuracy (Accuracy class-III) of series “ECR” and with brand name “EVEREST” (hereinafter referred to as the said model), manufactured by M/s Everest Instruments Pvt. Ltd., Nr. Chandan Park, Station Road, Visnagar-384315 (Gujarat) which is assigned the approval mark IND/09/10/266;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Crane type, with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

Figure-2 Sealing arrangement of the model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

The Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of the same series with maximum capacities range from 50kg. and up to 5. tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(176)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर 2010

का.आ. 285.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपर्योग के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स एवरेस्ट इंस्ट्रूमेंट्स प्रा.लि., चन्दन पार्क के पास, स्टेशन रोड, विसनगर-384315 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ईएस” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टैक वेइंग टाइप) के मॉडल का, जिसके ब्रांड का नाम “एवरेस्ट” है (जिसे इसमें इसके पश्चात उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/267 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टैक वेइंग टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा., और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाड़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपर्युक्त का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी साम्रग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 , 5×10^4 के, के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(176)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 285.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tank Weighing type) with digital indication of medium accuracy (Accuracy class-III) of series “ES” and with brand name “EVEREST” (hereinafter referred to as the said Model), manufactured by M/s. Everest Instruments Pvt. Ltd., Nr. Chandan Park, Station Road, Visnagar-384315 (Gujarat) which is assigned the approval mark IND/09/10/267;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tank Weighing type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-2 Sealing diagram of Sealing provision of the model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacities in the range of 50kg. to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21/(176)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 286.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स वेगार्ड इंडिया, सी-143, प्रथम तल, बी जी टावर, दिल्ली गेट के सामने, अहमदाबाद (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “डब्ल्यू आई” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) के मॉडल का, जिसके ब्रांड का नाम “वेगार्ड” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/51 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) है। इसकी अधिकतम क्षमता 40 टन है और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के बैक साइड में सीलिंग की जाती है। डिस्प्ले की बैक प्लेट के होल से सील को जोड़ा गया है तब सील से जुड़े इन दोनों छेदों में से सील वायर निकाला गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(53)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 286.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of medium accuracy (Accuracy class-III) of series “WI” and with brand name “WEIGHGUARD” (hereinafter referred to as the said Model), manufactured by M/s. Weighguard India, C-143, 1st Floor, B. G. Tower, O/s Delhi Gate, Ahmedabad (Gujarat) and which is assigned the approval mark IND/09/10/51;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 40 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model (Weigh bridge)

Figure-3 Sealing provision of the indicator of the Model

Sealing is done on the back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in back plate of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value 5g. or above and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(53)/2010]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 287.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हार्डिंग इंटरप्राइज, सी-142, बी.जी. टावर, प्रथम तल, आउटसाइड दिल्ली गेट, अहमदाबाद (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एमओएन” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (क्रेन टाइप) के मॉडल का, जिसके ब्रांड का नाम “मोनार्क” है (जिसे इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/38 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (क्रेन प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्प्ले की बाड़ी में से सीलिंग वायर निकाल कर डिस्प्ले के दार्यों ओर/बायर्यों ओर सीलिंग की गई है। डिस्प्ले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन छेदों में से निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) सहित 50 कि.ग्रा. से 30 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(13)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2010

S.O. 287.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Crane Type) with digital indication of medium accuracy (Accuracy class-III) of series “MON” and with brand name “MONARCH” (hereinafter referred to as the said Model), manufactured by M/s. Hardik Enterprise, C-142, First Floor, B. G. Tower O/S Delhi Gate Ahmedabad, Gujarat and which is assigned the approval mark IND/09/10/38;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Crane type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

Figure-2 Sealing Arrangement

Sealing is done on the right side/left side of the display by passing sealing wire from the body of the display. The seal is connected by seal wire passing through these two holes attached with seal. A typical schematic diagram of sealing provision of the Model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

The Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of the same series with maximum capacity range from 50kg and up to 30 tonne with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the said manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21/(13)/2010]

B. N. DIXIT, Director of Legal Metrology

कोयला मंत्रालय

नई दिल्ली, 18 जनवरी, 2011

का.आ. 288.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1237 तारीख 5 मई, 2010 जो भारत के राजपत्र, भाग- II, खण्ड 3, उप-खण्ड (ii) तारीख 15 मई, 2010 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 141.930 हेक्टर (लगभग) या 350.71 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 141.930 हेक्टर (लगभग) या 350.71 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम (पीएलजी)/भूमि/390, तारीख 3 सितम्बर, 2010 का निरीक्षण कलेक्टर, कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

करताली ब्लाक, अम्बिका ओपनकास्ट, कोरबा क्षेत्र,
जिला-कोरबा (छत्तीसगढ़)

[रेखांक संख्या एसई सीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/390, तारीख 3 सितम्बर, 2010]

सभी अधिकार :

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	करताली	10	78	पाली	कोरबा	135.580	भाग
2.	तेंदूभाठा	10	77	पाली	कोरबा	0.045	भाग
3.	दमियाँ	09	76	पाली	कोरबा	0.024	भाग

कुल : 135.649 हेक्टर (लगभग) या 335.19 एकड़ (लगभग)

(ख) राजस्व वन भूमि :-

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर	टिप्पणियां
1.	करताली	10	78	पाली	कोरबा	1.963	भाग
2.	तेंदूभाठा	10	77	पाली	कोरबा	0.081	भाग
3.	दमियाँ	09	76	पाली	कोरबा	4.237	भाग

कुल :- 6.281 हेक्टर (लगभग) या 15.52 एकड़ (लगभग)

कुल योग (क + ख) : 141.930 हेक्टर (लगभग)

या 350.71 एकड़ (लगभग)

- ग्राम करताली (भाग) में वर्णित किए जाने वाले प्लाट संख्याः- 1(भाग), 7(भाग), 8(भाग), 9(भाग), 25(भाग), 26(भाग), 145(भाग), 150(भाग), 151 से 196, 197(भाग), 373, 423(भाग), 424(भाग), 426(भाग), 427(भाग), 454/1(भाग), 465(भाग), 466 से 470, 471(भाग), 493(भाग), 494(भाग), 495 से 509, 511 से 562, 563(भाग), 570(भाग), 571 से 591, 593 से 599, 603(भाग), 604 से 619, 620(भाग), 621 से 631, 635(भाग), 637(भाग), 638 से 641, 642(भाग), 643(भाग), 644 से 648, 649(भाग)।
- ग्राम तेंदूभाठा (भाग) में अर्जित किए जाने वाले प्लाट संख्याः- 104(भाग), 106(भाग).
- ग्राम दमियाँ (भाग) में अर्जित किए जाने वाले प्लाट संख्याः- 1/1(भाग), 104/1(भाग), 166(भाग), 222(भाग), 223(भाग)।

सीमा वर्णन :-

- क-ख रेखा, ग्राम करताली के बिन्दु “क” से आरंभ होती है और प्लाट संख्यांक 373 के पूर्वी सीमा से होकर, 563 से गुजरकर, 571 के उत्तरी सीमा से होकर 570 और 197 से गुजरकर, 177, 176 के उत्तरी सीमा से होकर और 197 से गुजरकर बिन्दु “ख” पर मिलती है ।
- ख-ग रेखा ग्राम करताली के प्लाट संख्यांक 150, 145, 649, 643, 642, 668, 637 से होकर जाती है और बिन्दु “ग” पर मिलती है ।
- ग-घ रेखा, ग्राम करताली के प्लाट संख्यांक 631, 630 के दक्षिणी सीमा से होकर, 635, 603, 620 से गुजरकर, 621, 619 के दक्षिणी सीमा से होकर, 603 से गुजरकर, 604, 599, 596, 595, 594, 593, 588, 589, 591, 511 के दक्षिणी सीमा से होकर जाती है और बिन्दु “घ” पर मिलती है ।
- घ-ड. रेखा, ग्राम करताली के प्लाट संख्यांक 511, 512 के पश्चिमी सीमा से होकर, ग्राम करताली एवं ग्राम डोंगनाला की सम्मिलित सीमा से होकर, 504 के पश्चिमी सीमा से होकर 465, 471, 494 से गुजरकर, 495 के उत्तरी सीमा से होकर जाती है और बिन्दु “ड.” पर मिलती है ।
- ड.-च रेखा, ग्राम करताली के प्लाट संख्यांक 493, 471, 454/1, 426, 427, 424, 25, 423, 9, 7, 8, 1 ग्राम तेंदुभाठा के प्लाट संख्यांक 106, 104 और ग्राम दमिया के प्लाट संख्यांक 222, 223 से गुजरकर, प्लाट संख्यांक 198, 197 के उत्तरी सीमा से होकर प्लाट संख्यांक 166, 104/1, 1/1 से होकर जाती है और बिन्दु “च” पर मिलती है ।
- च-क रेखा, ग्राम दमिया के प्लाट संख्यांक 1/1, 104/1, 166, 223, 222, ग्राम तेंदुभाठा प्लाट संख्यांक के 104, 106 और ग्राम करताली के प्लाट संख्यांक 1, 8, 9, 25, 26, 423 से गुजरकर, 25 की उत्तरी सीमा से होकर, 424, 427, 426, 454/1, 471, 493 से होकर, 373 के उत्तरी सीमा से होकर जाती है और आरंभिक बिन्दु “क” पर मिलती है ।

[फा. सं. 43015/10/2009-पीआरआईडल्यू-1]

एस. सी. भाटिया, निदेशक

MINISTRY OF COAL

New Delhi, the 18th January, 2011

S.O. 288.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1237 dated the 5th May, 2010 issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated the 15th May, 2010 the Central Government gave notice of its intention to acquire 141.930 hectares or 350.71 acres land as all rights in or over such land specified in the Schedule appended to that notification;

And, whereas the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And, whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the lands measuring 141.930 hectares (approximately) or 357.71 acres (approximately) as all rights in or over such land as described in schedule appended hereto, should be acquired;

Now, therefore in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 141.930 hectares (approximately) or 350.71 acres (approximately) as all rights in or over such land as described in Schedule are hereby acquired.

The Plan bearing number SECL/BSP/CGM(PLG)/LAND/390, dated the 3rd September, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Korba (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur - 495006 (Chhattisgarh).

SCHEDULE**KARTALI BLOCK, AMBIKA OPENCAST, Korba Area****Distt- Korba (Chhattisgarh)**

[Plan bearing number SEC/BSP/CGM(PLG)/LAND/390, dated the 3rd September, 2010]

All Rights:**(A) REVENUE LAND:**

Sl. No.	Name of village	Patwari halka number	Village number	Tahsil	District	Area in hectares	Remarks
1.	Kartali	10	78	Pali	Korba	135.580	Part
2.	Tendubhata	10	77	Pali	Korba	0.045	Part
3.	Dania	09	76	Pali	Korba	0.024	Part

Total : 135.649 hectares (approximalely) or 335.19 acres (approximately)

(B) REVENUR FOREST LAND:

Sl. No.	Name of village	Patwari halka number	Village number	Tahsil	District	Area in hectares	Remarks
1.	Kartali	10	78	Pali	Korba	1.963	Part
2.	Tendubhata	10	77	Pali	Korba	0.081	Part
3.	Damia	09	76	Pali	Korba	4.237	Part

Total : 6.281 hectares (approximately) or 15.52 acres (approximately)

Grant Total (A+B) : 141.930 hectares (appromximately)
or 350.71 acres (approximately)

- Plot numbers to be acquired in village Kartali (Part):** 1P, 7P, 8P, 9P, 25P, 26P, 145P, 150P, 151 to 196, 197P, 373, 423P, 424P, 426P, 427P, 454/1P, 465P, 466 to 470, 471P, 493P, 494P, 495 to 509, 511 to 562, 563P, 570P, 571 to 591, 593 to 599, 603P, 604 to 619, 620P, 621 to 631, 635P, 637P, 638 to 641, 642P, 643P, 644 to 648, 649P.
- Plot numbers to be acquired in village Tendubhata (Part):** 104P, 106P,
- Plot numbers to be acquired in village Damia (Part):** 1/1P, 104/1P, 166P, 222P, 223P.

Boundary Description:

- A-B Line starts from point “A” in village Kartali and passes along eastern boundary of plot no. 373, through 563, northern boundary of 571, through 570, 197, northern boundary of 177, 176, through 197 and meets at point ‘B’.
- B-C Line passes in village Kartali through plot no. 150, 145, 649, 643, 642, 668, 637 and meets at points ‘C’.
- C-D Line passes in village Kartali along southern boundary of plot no. 631, 630, through 635, 603, 620, southern boundary of 621, 619, through 603, southern boundary of 604, 599, 596, 595, 594, 593, 588, 589, 591, 511 and meets at point ‘D’.
- D-E Line passes in village Kartali along western boundary of plot nos. 511, 512, common village boundary of Kartali and Dongnala, western boundary of 504, through 465, 471, 494, along northern boundary of 495 and meets at point ‘E’.
- E-F Line passes in village Kartali through plot nos. 493, 471, 454/1, 426, 427, 424, 25, 423, 9, 7, 8, 1, in village Tendubhata through plot no. 106, 104, in village Damia through plot nos. 222, 223, along northern boundary of 198, 197, through 166, 104/1, 1/1 and meets at point ‘F’.
- F-A Line passes in village Damia through plot no. 1/1, 104/1, 166, 223, 222 in village Tendubhata through plot nos. 104, 106, in village Kartali through plot nos. 1, 8, 9, 25, 26, 423, northern boundary of 25, through 424, 427, 426, 454/1, 471, 493, northern boundary of 373 and meets at starting point “A”.

[F. No. 43015/10/2009-PRIW-I]

S. C. BHATIA, Director

नई दिल्ली, 18 जनवरी, 2011

का.आ. 289.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1239, तारीख 12 मई, 2010 जो भारत के राजपत्र, भाग-II, खण्ड 3, उप-खण्ड (ii), तारीख 15 मई, 2010 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 52.364 हेक्टर (लगभग) या 130.06 एकड़ (लगभग) परिक्षेत्र की भूमि में, कोयले का पूरीक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार को यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि के भाग में कोयला अभिप्राप्त है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 52.228 हेक्टर (लगभग) या 129.06 एकड़ (लगभग) माप की भूमि का अर्जन करने के अपने आशय की सूचना देती है ;

टिप्पण 1 : इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्यांक एसईसीएल/बीएसपी/जीएम(पीएलजी)/लैंड/386, तारीख 12 जुलाई, 2010 का निरीक्षण कलेक्टर, जिला - शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर - 495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

टिप्पण 2 - उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं:-

अर्जन की बाबत आपत्तियाँ :

“8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हों अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

स्पष्टीकरण—

(1) इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति हो नहीं करनी चाहिए ।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा ।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते ।”

टिप्पण 3. — केन्द्रीय सरकार ने कोयला नियंत्रक, 1, कार्डिसिल हाउस स्ट्रीट, कोलकाता-700001 को भारत के राजपत्र, भाग-11 खण्ड 3, उप-खण्ड (ii), तारीख 4 अप्रैल, 1987 में प्रकाशित अधिसूचना संख्यांक का. आ. 905, तारीख 20 मार्च, 1987 उक्त अधिनियम की धारा 3 के अधीन सक्षम प्राधिकारी नियुक्त किया है ।

अनुसूची

रुंगटा पैच (बकहो - झग्राहा पैच), सोहागपुर क्षेत्र,
जिला - शहडोल, मध्य प्रदेश

[रेखांक संख्या - एसईसीएल/बीएसपी/ जीएम(पीएलजी)/लैंड/386, तारीख 12 जुलाई, 2010]

सभी अधिकार:

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	बंदोबस्त संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	बकहो	103	630	सोहागपुर	शहडोल	32.516	भाग
2.	झग्राहा	103	369	सोहागपुर	शहडोल	10.488	भाग

कुल :- 43.004 हेक्टर (लगभग) या 106.27 एकड़ (लगभग)

(ख) वन भूमि:

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	बंदोबस्त संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	बकहो	103	630	सोहागपुर	शहडोल	9.224	भाग
2.	झग्राहा	103	369	सोहागपुर	शहडोल	0.000	भाग

कुल :- 9.224 हेक्टर (लगभग) या 22.79 एकड़ (लगभग)

कुल योग (क + ख) :- 52.228 हेक्टर (लगभग)

या 129.06 एकड़ (लगभग)

- ग्राम बकहो (भाग) में अर्जित किए जाने प्लाट संख्याः- 2 से 14, 15 (भाग), 17 से 20, 22 से 58, 60 (भाग), 61 से 99, 102, 110 से 125, 127 से 132, 137 से 140, 247 से 249, 252 से 256 ।
- ग्राम झग्राहा (भाग) में अर्जित किए जाने वाले प्लाट संख्याः- 520 से 527, 529, 554 से 614, 617, 618, 636, 648, 649 (भाग) ।

सीमा वर्णन :

- क-ख रेखा ग्राम झग्राहा में बिन्दु “क” से आरंभ होती है और प्लाट संख्या 522, 525, 557, 558, 578, 580, 581 के पश्चिमी सीमा से होकर ग्राम बकहो में प्रवेश करती है और प्लाट संख्या 4 के पश्चिमी, प्लाट संख्या 2, 28, 35, 42, 45, 76, 77, 78, 81, 82, 131, 140 के उत्तरी सीमा से होती हुई बिन्दु “ख” पर मिलती है ।
- ख-ग रेखा ग्राम बकहो के प्लाट संख्या 140, 139, 138 के उत्तरी, 136 के उत्तरी और पूर्वी, 136, 138, 139 के दक्षिणी, प्लाट संख्या 140, 131, 132, 127, 122, 124, 125, 112, 111, 110 के पूर्वी, प्लाट संख्या 94, 95, 102, 99, 247, 249 के उत्तरी सीमा से गुजरती हुई बिन्दु “ग” पर मिलती है ।
- ग-घ रेखा ग्राम बकहो के प्लाट संख्या 249, 248, 252 के दक्षिणी सीमा से होती हुई बिन्दु “घ” पर मिलती है ।
- घ- ड. रेखा ग्राम बकहो के प्लाट संख्या 253, 254 के पूर्वी, प्लाट संख्या 254 के दक्षिणी और पश्चिमी, 256, 61 के दक्षिणी सीमा तथा प्लाट संख्या 60 से होकर प्लाट संख्या 22, 20 के पूर्वी सीमा से गुजरती हुई बिन्दु “ड.” पर मिलती है ।
- ड.-क रेखा ग्राम बकहो से प्लाट संख्या 20, 17 के दक्षिणी सीमा और प्लाट संख्या 15 से होकर ग्राम झग्राहा में प्रवेश करती है और प्लाट संख्या 649 से होकर प्लाट संख्या 648 के पूर्वी और दक्षिणी, 601, 602, 636, 606 के दक्षिणी, 614 के पूर्वी और दक्षिणी, 617, 618, के पूर्वी, 568 के दक्षिणी, 563, 561, 554, 555, 529 के पूर्वी और दक्षिणी, 527 के पूर्वी, 520 के उत्तरी, पूर्वी और दक्षिणी, 521 के पूर्वी, 522 के पूर्वी और दक्षिणी सीमा से होती हुई आरंभिक बिन्दु “क” पर मिलती है ।

[फा. सं. 43015/38/2009-पीआरआईडब्ल्यू-1]

एस.सी. भाटिया, निदेशक

New Delhi, the 18th January, 2011

S.O. 289.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1239 dated the 12th May, 2010 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, section 3, sub-section (ii) dated the 15th May, 2010 the Central Government gave notice of its intention to prospect for coal in 52.364 hectares (approximately) or 130.06 acres (approximately) of the land in the locality specified in the schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefor in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 52.228 hectares (approximately) or 129.06 acres (approximately) as all rights in or over the said land described in the schedule appended hereto:

Note1 - The plan bearing number SECL/BSP/GM(PLG)/LAND/386, dated the 12th July, 2010 of the area covered by this notification may be inspected at the office of the Collector, Shahdol (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata -700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495006 (Chhattisgarh).

Note 2 - Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows:—

Objections to Acquisition:

“8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued may, within thirty days of the issue of the notification object to the acquisition of the whole or of any part of the land or any rights in or over such land.

Explanation—

(1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as the necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3—The Coal Controller, 1, Council House Street, Kolkata- 700001, has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in part II, section 3, sub-section (ii) of the Gazette of India, dated the 4th April 1987.

SCHEDULE

Rungta Patch (Bakho-Jhagraha Patch), Sohagpur Area

Distt- Shahdol, Madhya Pradesh

(plan bearing number SECL/BSP/GM(PLG)/LAND/386, dated the 12th July, 2010)

All Rights :

(A) Revenue Land:

Sl. No.	Name of village	Patwari halka number	Bandobast number	Tahsil	District	Area in hectares	Remarks
1.	Bakho	103	630	Sohagpur	Shahdol	32.516	Part
2.	Jhagraha	103	369	Sohagpur	Shahdol	10.488	Part

Total : 43.004 hectares (approximately) or 106.27 acres (approximately)

(B) Forest Land:

Sl. No.	Name of village	Patwari halka number	Bandobast number	Tahsil	District	Area in hectares	Remarks
1.	Bakho	103	630	Sohagpur	Shahdol	9.224	Part
2.	Jhagraha	103	369	Sohagpur	Shahdol	0.000	Part

Total : 9.224 hectares (approximately) or 22.79 acres (approximately)

Grand Total (A+B) :— 52-228 hectares (approximately)
Or 129.06 acres (approximately)

- Plot Numbers to be acquired village Bakho (Part):-** 2 to 14, 15(P), 17 to 20, 22 to 58 60(P), 61 to 99, 102, 110 to 125, 127 to 132, 137 to 140, 247 to 249, 252 to 256.
- Plot Numbers to be acquired in village Jhagraha (Part):—** 520 to 527, 529, 554 to 614, 617, 618, 636, 648, 649(P).

Boundary Description:

- A-B Line starts from point 'A' in village Jhagraha and passes along western boundary of plot number 522, 525, 557, 558, 578, 581 then enter in village Bakho and passes along western boundary of plot number 4, northern boundary of plot number 2, 28, 35, 42, 45, 76, 77, 78, 81, 82, 131, 140 and meets at point 'B'.
- B-C Line passes in village Bakho along northern boundary of plot number 140, 139, 138, northern and eastern boundary of plot number 136, southern boundary of plot number 136, 138, 139, eastern boundary of plot number 140, 131, 132, 127, 122, 124, 125, 112, 111, 110, northern boundary of plot number 94, 95, 102, 99, 247, 249 and meets at point 'C'.
- C-D Line passes in village Bakho along southern boundary of plot number 249, 248, 252 and meets at point 'D'.
- D-E Line passes in village Bakho along eastern boundary of plot number 253, 254, southern and western boundary of plot number 254, southern boundary of plot number 256, 61, through 60, eastern boundary of plot 22, 20 and meets at point 'E'.
- E-A Line passes in village Bakho along southern boundary of plot number 20, 17, through 15 then enter in village Jhagraha and passes through 649, eastern and southern boundary of plot number 648, southern boundary of plot number 601, 602, 636, 606, eastern and southern boundary of plot number 614, eastern boundary of plot number 617, 618, southern boundary of plot number 568, eastern and southern boundary of plot number 563, 561, 554, 555, 529, eastern boundary of plot number 527, northern, eastern and southern boundary of plot number 522 and meets at starting point 'A'.

[F. No. 43015/38/2009-PRIW-I]

S.C. BHATIA, Director

पैट्रोलियम और प्राकृतिक गैस मंत्रालय			1	2	3	4	5	6	
नई दिल्ली, 19 जनवरी, 2011			1.	बाड़िया श्यामा	171	00	01	70	
का.आ. 290.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि					170	00	02	90	
लोक हित में यह आवश्यक है कि गुजरात राज्य में सलाया से उत्तर					162	00	00	20	
प्रदेश राज्य में मथुरा तक पैट्रोलियम क्रूड के परिवहन के लिए					169	00	04	30	
“सलाया-मथुरा पाइपलाइन के अन्तर्गत डी-बॉटलनेकिंग परियोजना”					174	00	01	90	
के कार्यान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक					247	00	06	00	
पाइपलाइन बिछाई जानी चाहिए;					248	00	03	60	
और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन					249	00	01	50	
के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जिसके भीतर					243	00	05	50	
उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना					233	00	09	00	
से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया					346	00	00	30	
जाए;					347	00	02	90	
अतः अब, केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन					349	00	03	60	
(भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962					351	00	00	90	
का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग					350	00	03	10	
करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के					356 (सरकारी भूमि)	00	00	60	
अपने आशय की घोषणा करती है;					357	00	02	90	
कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि से हितबद्ध है,					359/1	00	02	60	
उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस					359/2	00	02	60	
अधिसूचना की प्रतियाँ जनसाधारण को उपलब्ध करा दी जाती हैं,					360	00	01	70	
इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने					364	00	02	40	
या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री भीम सिंह,					365	00	02	20	
सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पाइपलाइन					366	00	00	40	
प्रभाग, 33, मुक्तानंद नगर, गोपालपुरा बाईपास, जयपुर - 302018					375 (सरकारी भूमि)	00	01	90	
(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।					406	00	02	80	
					405	00	02	60	
					404	00	01	70	
					403	00	00	40	
					392	00	07	40	
तहसील: व्यावर	जिला-अजमेर	राज्य-राजस्थान			581 (सरकारी भूमि)	00	00	90	
क्र.सं	ग्राम का नाम	खसरा संख्या	क्षेत्रफल			577	00	00	70
			हेक्टेयर	एयर	वर्ग	578	00	04	60
				मीटर		579	00	03	40
1	2	3	4	5	6	580	00	00	20
1.	बाड़िया श्यामा	87 (ग्राम पंचायत भूमि)	00	13	90	594	00	02	10
		14 (सरकारी भूमि)	00	01	10	595	00	02	00
		42/1 (ग्राम पंचायत भूमि)	00	11	40	596	00	02	30
		66	00	08	80	597	00	01	20
		80	00	00	20	592	00	04	20
		67	00	02	00	610	00	03	30
		65	00	06	50	611	00	06	50
		63	00	00	40	609	00	00	80
		62	00	07	40	612	00	00	20
		163/1	00	11	30	613	00	01	10
		164	00	02	50	614	00	05	00
						616	00	16	10

1	2	3	4	5	6	1	2	3	4	5	6
1.	बाड़िया श्यामा	617	00	00	20		ठीकराना मेन्द्रातान	1122	00	00	70
		618	00	00	20			1124	00	07	40
2.	रामसर बलाइयान	289	00	05	30			1125	00	06	80
		290	00	01	70			1140	00	05	80
		292	00	09	60			1141	00	05	40
3.	ठीकराना मेन्द्रातान	641	00	01	10			1141/1176	00	01	40
		640	00	07	50	4.	गोविन्दपुरा	323/1	00	04	80
		639	00	04	40	5.	जालिया-1	742	00	01	40
		638	00	04	20			743	00	08	60
		637	00	03	80			744	00	10	80
		632	00	00	20	6.	शिवनाथपुरा	25	00	27	40
		636	00	01	70			41(सरकारी भूमि)	00	02	00
		635/2	00	05	10			42	00	00	20
		635/1	00	03	70			168	00	00	90
		634	00	04	70			169	00	05	10
		633	00	01	10			174(सरकारी भूमि)	00	02	00
		675	00	03	10			175(सरकारी भूमि)	00	00	20
		676	00	03	90			176(सा.नि.वि.)	00	02	70
		681	00	04	50			178(सा.नि.वि.)	00	00	90
		682	00	00	20			179(सा.नि.वि.)	00	04	50
		689	00	03	40			259(ग्राम पंचायत भूमि)	00	10	80
		699	00	00	20			258/2	00	13	40
		690	00	03	00			258/1	00	02	90
		692	00	02	30			256/1	00	02	60
		709(सरकारी भूमि)	02	08	30			256/2	00	02	90
		748	00	02	40			255	00	03	70
		749	00	00	20			254	00	03	80
		746	00	02	10			253	00	04	00
		752	00	02	80			252	00	08	30
		753	00	02	30			423	00	14	60
		769	00	00	70			425	00	07	00
		754	00	00	40			424(सरकारी भूमि)	00	04	00
		768	00	03	00			448	00	11	90
		767	00	00	40			449	00	11	60
		766	00	05	20			450	00	12	10
		763	00	02	30			453(ग्राम पंचायत भूमि)	00	05	40
		761	00	09	90	7.	भोजपुरा	161	00	15	20
		794	00	01	90			162	00	01	00
		1114	00	00	20			164	00	04	00
		1113	00	06	50			165	00	00	40
		1107	00	06	90			167	00	00	70
		1108	00	10	40			166	00	04	60
		1112	00	05	80			171	00	04	50
		1109	00	00	60			173	00	00	20
		1110	00	01	20			174	00	03	30
		1111	00	09	90						

1	2	3	4	5	6	1	2	3	4	5	6
7.	भोजपुरा	146	00	00	30	8.	गढ़ी थोरियान	627	00	01	20
		175/1	00	06	00			625/1 (सरकारी भूमि)	00	05	00
		144	00	04	70			625/2	00	00	90
		176	00	09	10			650/3	00	04	10
		176/650 }				9.	शेषपुरा	312	00	00	30
		184	00	00	20			313	00	05	90
		185	00	00	20			314	00	03	70
		186	00	03	10			305/1 (सरकारी भूमि)	00	01	10
		192	00	00	90			316	00	02	60
		187	00	01	00			317	00	03	40
		191	00	01	70			318	00	00	90
		189	00	00	20			319	00	01	50
		190	00	04	50			332/2 (सरकारी भूमि)	00	51	60
		204	00	04	40			332/4 (ग्राम पंचायत भूमि)	00	00	60
		203	00	00	20			332/1 (ग्राम पंचायत भूमि)	00	28	80
		219	00	01	10			482/1 (सरकारी भूमि)	00	00	80
		218	00	01	00			477/2 (ग्राम पंचायत भूमि)	00	18	30
		220	00	03	10	10.	लसाड़िया	129 (सरकारी भूमि)	00	28	80
		221	00	00	20			130	00	03	60
		217	00	04	00			120 (सरकारी भूमि)	00	00	20
		216	00	02	60			24	00	03	80
		215	00	00	30			27	00	04	40
		256	00	02	60			26 (सरकारी भूमि)	00	05	40
		252	00	00	30			119 (सरकारी भूमि)	00	03	10
		253	00	05	90			58 (सरकारी भूमि)	00	03	60
		255	00	04	20			59 (सरकारी भूमि)	00	03	60
		283	00	04	10			60	00	03	10
		282	00	03	60			56 (सरकारी भूमि)	00	06	50
		279	00	06	30			66 (सरकारी भूमि)	00	00	20
		280	00	04	20			67 (सरकारी भूमि)	00	00	20
		322	00	04	50			71 (सरकारी भूमि)	00	01	10
		323	00	04	00	11.	लसानी-1	755	00	01	90
		324	00	04	90			762	00	01	70
		325	00	04	90			763	00	01	00
		331	00	07	10			765	00	02	90
		332	00	05	90			766	00	01	30
		334	00	00	20			767 (सरकारी भूमि)	00	01	00
		333	00	01	60			647	00	04	70
		335	00	03	10			645	00	01	80
		336	00	03	80			646	00	05	20
8.	गढ़ी थोरियान	635 (सा.नि.वि.)	00	01	30			640 (सरकारी भूमि)	00	10	10
		652 (सा.नि.वि.)	00	01	20			579/1	00	03	50
		651 (सा.नि.वि.)	00	00	80			580	00	01	40
		650/4 (नगर परिषद)	00	29	60			582	00	04	70
		649	00	12	50			585	00	00	20
		647	00	00	30			584	00	04	70

1	2	3	4	5	6	1	2	3	4	5	6
11.	लसानी-1	616	00	10	20	13.	सुहावा	728	00	00	20
		617	00	00	20			729	00	03	30
		620 (सरकारी भूमि)	00	06	20			733	00	03	20
		623	00	01	10			736	00	01	60
		613 (सरकारी भूमि)	00	01	30			745	00	00	80
		522	00	04	50			737	00	00	60
		521	00	11	60			738	00	00	80
		489 (सरकारी भूमि)	00	15	80			744	00	01	90
		509	00	06	40			739	00	00	80
		508	00	02	10			743	00	01	80
		507	00	00	30			741	00	00	20
		506	00	00	20			742	00	04	20
		504	00	03	80			791	00	02	60
		496	00	01	90			794	00	04	90
12.	मांडावास	560	00	09	60			795	00	05	80
		577 (सरकारी भूमि)	00	12	50			816/1	00	01	10
		578 (सरकारी भूमि)	00	00	80			817	00	00	70
		947 (सरकारी भूमि)	00	01	60			818	00	00	20
		949	00	02	80			466/1 (सरकारी भूमि)	00	12	30
		998 (सरकारी भूमि)	00	12	90			822	00	02	50
		977	00	02	10			824	00	01	60
		976	00	01	50			825	00	02	00
		975/1	00	02	60			826	00	01	60
		974 (सरकारी भूमि)	00	00	60			831	00	01	20
		982 (सरकारी भूमि)	00	03	10			832	00	01	00
		983	00	00	60			833 (सरकारी भूमि)	00	00	20
		991 (सरकारी भूमि)	00	02	30			834 (सरकारी भूमि)	00	00	20
		997	00	00	20			835 (सरकारी भूमि)	00	00	20
		996	00	03	30			836	00	01	00
		995	00	00	50			837	00	00	60
		935 (सरकारी भूमि)	00	02	70			838	00	00	90
13.	सुहावा	1864 (सरकारी भूमि)	00	12	70			843	00	00	50
		1863	00	07	10			442 (सरकारी भूमि)	00	01	40
		1859 (सरकारी भूमि)	00	01	20			398 (सरकारी भूमि)	00	13	50
		1858	00	07	30			402	00	05	30
		1857 (सरकारी भूमि)	00	05	90			400 (सरकारी भूमि)	00	02	40
		692	00	03	00			401 (सरकारी भूमि)	00	00	70
		693	00	00	30			404	00	00	20
		704	00	05	30			399	00	01	10
		703	00	06	20			397/1	00	03	00
		702	00	00	90			395	00	00	90
		696	00	02	60			394 (सरकारी भूमि)	00	06	80
		697	00	02	20			891	00	05	10
		719	00	02	60			893	00	05	10
		722	00	01	90			892	00	04	40
		723	00	01	20			895	00	08	00

1	2	3	4	5	6	1	2	3	4	5	6
13.	सुहावा	896	00	00	20	लाखीना	1008 (सरकारी भूमि)	00	00	70	
		890	00	04	20	जारी	1054 (सरकारी भूमि)	00	08	00	
		1016	00	11	00		1062	00	04	80	
		1018	00	07	60		1056	00	06	20	
		1019 (सरकारी भूमि)	00	01	40		1057	00	00	70	
		1012	00	07	20		1049	00	01	00	
		1013	00	00	20		1050	00	03	70	
		1010	00	09	50		1052	00	00	20	
		1008	00	07	30		1053	00	00	20	
		1000	00	02	50		879	00	04	10	
		1116	00	02	50		873 (सरकारी भूमि)	00	10	80	
		1126 (सरकारी भूमि)	00	04	60		867 (सरकारी भूमि)	00	07	40	
		1125	00	02	40		827	00	07	20	
		1124	00	02	40		831	00	01	60	
		1117/1	00	00	40		826	00	02	10	
		1123	00	02	40		825	00	04	60	
		1122	00	03	30		824 (सरकारी भूमि)	00	09	00	
		1121/1	00	08	10		1088/1093 (सरकारी भूमि)	00	05	00	
		1146	00	00	50						
		1145/1	00	05	40						
		1144	00	00	20						
		1159	00	04	00						
		1162 (सरकारी भूमि)	00	09	30						
		1161	00	03	50						
		1160/1	00	04	60						
		1163	00	02	30						
14.	लाखीना	939	00	00	20						
		940	00	09	80						
		941	00	00	20						
		942	00	05	40						
		943	00	06	00						
		924	00	07	60						
		923	00	07	60						
		922	00	01	10						
		945	00	04	10						
		969	00	00	20						
		968	00	05	50						
		967	00	09	00						
		964 (सरकारी भूमि)	00	03	70						
		987	00	05	60						
		988/2	00	07	50						
		1005/1	00	03	70						
		1005/3	00	03	70						
		1003/2	00	02	90						
		1006	00	03	90						
		1007 (सरकारी भूमि)	00	00	20						

[फा. सं.आर -25011/3/2011-ओआर-I]

बी. के. दत्ता, अवर सचिव

MINISTRY OF PETROLEUM AND NTURAL GAS

New Delhi, the 19th January, 2011

S.O. 290.—Whereas it, appears to the Central Government, that it is necessary in the public interest that for the transportation of petroleum crude a pipeline from Salaya in the State of Gujarat to Mathura in the State of Uttar Pradesh, (Under Salaya-Mathura Pipeline De-bottlenecking Project) should be laid by the Indian Oil Corporation Limited;

And,whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline, is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said scehduel may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying the pipeline under the land, to

Shri Bhim Singh, Competent Authority, Indian Oil Corporation Limited (Pipeline Division), 33, Muktanand Nagar, Gopalpura Byepass, Jaipur -302018 (Rajasthan).

SCHEDULE

Tehsil: Beawar District: Ajmer State: Rajasthan

Sl. No.	Name of village	Khasra No.	Area
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		Hectare	Are	Square Metre	
1	2	3	4	5	6

1.	Badiya Shyama	87(Gram panchayat Land)	00	13	90
		14(Govt. Land)	00	01	10
		42/1(Gram panchayat Land)	00	11	40
		66	00	08	80
		80	00	03	20
		67	00	02	00
		65	00	06	50
		63	00	00	40
		62	00	07	40
		163/1	00	11	30
		164	00	02	50
		171	00	01	70
		170	00	02	90
		162	00	00	20
		169	00	04	30
		174	00	01	90
		247	00	06	00
		248	00	03	60
		249	00	01	50
		243	00	05	50
		233	00	09	00
		346	00	00	30
		347	00	02	90
		349	00	03	60
		351	00	00	90
		351	00	03	10
		356 (Govt.Land)	00	00	60
		357	00	02	90
		359/1	00	02	60
		359/2	00	02	60
		360	00	01	70
		364	00	02	40
		365	00	02	20

1	2	3	4	5	6		
		366	00	00	40		
		375(Govt.Land)	00	01	90		
		406	00	02	80		
		405	00	02	60		
		404	00	01	70		
		403	00	00	40		
		392	00	07	40		
		581(Govt.Land)	00	00	09		
		577	00	00	70		
		578	00	04	60		
		579	00	03	40		
		580	00	00	20		
		594	00	02	10		
		595	00	02	00		
		596	00	02	30		
		597	00	01	20		
		592	00	04	20		
		610	00	03	30		
		611	00	06	50		
		609	00	00	80		
		612	00	00	20		
		613	00	01	10		
		614	00	05	00		
		616	00	16	10		
		617	00	00	20		
		618	00	00	20		
		2.	Ramsar Blaiyan	289	00	05	30
				290	00	01	70
				292	00	09	60
		3.	Thikrana Mendratan	641	00	01	10
				640	00	07	50
				638	00	04	20
				637	00	03	80
				632	00	00	20
				636	00	01	70
				635/2	00	05	10
				635/1	00	03	70
				634	00	04	70
				633	00	01	10
				675	00	03	10
				676	00	03	90
				681	00	04	50
				682	00	00	20
				689	00	03	40
				699	00	00	20
				690	00	03	00

1	2	3	4	5	6	1	2	3	4	5	6
		692	00	02	30			259(Gram Panchayat	00	10	80
		709(Govt.Land)	00	08	30			Land)			
		748	00	02	40			258/2	00	13	40
		749	00	00	20			258/1	00	02	90
		746	00	02	10			256/1	00	02	60
		752	00	02	80			256/2	00	02	90
		753	00	02	30			255	00	03	70
		769	00	00	70			254	00	03	80
		754	00	00	40			253	00	04	00
		768	00	03	00			252	00	08	30
		767	00	00	40			423	00	14	60
		766	00	05	20			425	00	07	00
		763	00	02	30			424(Govt.Land)	00	04	00
		761	00	09	90			448	00	11	90
		794	00	01	90			449	00	11	60
		1114	00	00	20			450	00	12	10
		1113	00	06	50			453(Gram Panchayat	00	05	40
		1107	00	06	90			Land)			
		1108	00	10	40	7.	Bhojpura	161	00	15	20
		1112	00	05	80			162	00	01	00
		1109	00	00	60			164	00	04	00
		1110	00	01	20			165	00	00	40
		1111	00	09	90			167	00	00	70
		1122	00	00	70			166	00	04	60
		1124	00	07	40			171	00	04	50
		1125	00	06	80			173	00	00	20
		1140	00	05	80			174	00	03	30
		1141	00	05	40			146	00	00	30
		1141/1176	00	01	40			175/1	00	06	00
		1144	00	00	50			144	00	04	70
4.	Govindpura	323/1	00	04	80			176	00	09	10
5.	Jaliya-1	742	00	01	40			176/650	00	09	10
		743	00	08	60			184	00	00	20
		744	00	10	80			185	00	00	20
6.	Shivnathpura	25	00	27	40			186	00	03	10
		41(Govt.Land)	00	02	00			192	00	00	90
		42	00	00	20			187	00	01	00
		168	00	00	90			191	00	01	70
		169	00	05	10			189	00	00	20
		174(Govt.Land)	00	02	00			190	00	04	50
		175(Govt.Land)	00	00	20			204	00	04	40
		176(P.W.D.)	00	02	70			203	00	00	20
		178(P.W.D.)	00	00	90			219	00	01	10
		179(P.W.D.)	00	04	50			218	00	01	00
								220	00	03	10

1	2	3	4	5	6	1	2	3	4	5	6
		221	00	00	20			panhcayat Land)			
		217	00	04	00			482/1(Govt. Land)	00	00	80
		216	00	02	60			477/2 (Gram	00	18	30
		215	00	00	30			panhcayat Land)			
		256	00	02	60	10.	Lasadiya	129 (Govt. Land)	00	28	80
		252	00	00	30			130	00	03	60
		253	00	05	90			120(Govt. Land)	00	00	20
		255	00	04	20			24	00	03	80
		283	00	04	10			27	00	04	40
		282	00	03	60			26 (Govt. Land)	00	05	40
		279	00	06	30			119 (Govt. Land)	00	03	10
		280	00	04	20			58 (Govt. Land)	00	01	60
		322	00	04	50			59 (Govt. Land)	00	03	60
		323	00	04	00			60	00	03	10
		324	00	04	90			56 (Govt. Land)	00	06	50
		325	00	04	90			66(Govt. Land)	00	00	20
		331	00	07	10			67(Govt. Land)	00	00	20
		332	00	05	90	11.	Lasani-1	71(Govt. Land)	00	01	10
		334	00	00	20			755	00	01	90
		333	00	01	60			762	00	01	70
		335	00	03	10			763	00	01	00
		336	00	03	80			765	00	02	90
8.	Garhi Thoriyan	653(P.W.D.)	00	01	30			766	00	01	30
		652(P.W.D.)	00	01	20			767 (Govt. Land)	00	01	00
		651(P.W.D.)	00	00	80			647	00	04	70
		650/4(Ngr. Parisad)	00	29	60			645	00	01	80
		649	00	12	50			646	00	05	20
		647	00	00	30			640 (Govt. Land)	00	10	10
		627	00	01	20			579/1	00	03	50
		625/1(Govt.Land)	00	05	00			580	00	01	40
		625/2	00	00	90			582	00	04	70
		650/3	00	04	10			585	00	00	20
9.	Senspura	312	00	00	30			584	00	04	70
		313	00	05	90			616	00	10	20
		314	00	03	70			617	00	00	20
		305/1(Govt. Land)	00	01	10			620 (Govt. Land)	00	06	20
		316	00	02	60			623	00	01	10
		317	00	03	40			613(Govt. Land)	00	01	30
		318	00	00	90			522	00	04	50
		319	00	01	50			521	00	11	60
		332/2 (Govt. Land)	00	51	60			489 (Govt. Land)	00	15	80
		332/4(Gram	00	00	60			509	00	06	40
		panhcayat Land)						508	00	02	10
		332/1(Gram	00	28	80			507	00	00	30
								506	00	00	20
								504	00	03	80
								496	00	01	90

1	2	3	4	5	6	1	2	3	4	5	6
12.	Mandawas	560	00	09	60		Suhawa	794	00	04	90
		577(Govt. Land)	00	12	50			795	00	05	80
		578 (Govt. Land)	00	00	80			816/1	00	01	10
		947 (Govt. Land)	00	01	60			817	00	00	70
		949	00	02	80			818	00	00	20
		998 (Govt. Land)	00	12	90			466/1(Govt. Land)	00	12	30
		977	00	02	10			822	00	02	50
		976	00	01	50			824	00	01	60
		975/1	00	02	60			825	00	02	00
		974 (Govt. Land)	00	00	60			826	00	01	60
		982 (Govt. Land)	00	03	10			831	00	01	20
		983	00	00	60			832	00	01	00
		991(Govt. Land)	00	02	30			833(Govt. Land)	00	00	20
		997	00	00	20			834(Govt. Land)	00	00	20
		996	00	03	30			835(Govt. Land)	00	00	20
		995	00	00	50			836	00	01	00
		935 (Govt. Land)	00	02	70			837	00	00	60
13.	Suhawa	1864 (Govt. Land)	00	12	70			838	00	00	90
		1863	00	07	10			843	00	00	50
		1859 (Govt. Land)	00	01	20			442(Govt. Land)	00	01	40
		1858	00	07	30			398(Govt. Land)	00	13	50
		1857 (Govt. Land)	00	05	90			402	00	05	30
		692	00	03	00			400(Govt. Land)	00	02	40
		693	00	00	30			401(Govt. Land)	00	00	70
		704	00	05	30			404	00	00	20
		703	00	06	20			399	00	01	10
		702	00	00	90			397/1	00	03	00
		696	00	02	60			395	00	00	90
		697	00	02	20			394(Govt. Land)	00	06	80
		719	00	02	60			891	00	05	10
		722	00	01	90			893	00	05	10
		723	00	01	20			892	00	04	40
		728	00	00	20			895	00	08	00
		729	00	03	30			896	00	00	20
		733	00	03	20			890	00	04	20
		736	00	01	60			1016	00	11	00
		745	00	00	80			1018	00	07	60
		737	00	00	60			1019(Govt. Land)	00	01	40
		738	00	00	80			1012	00	07	20
		744	00	01	90			1013	00	00	20
		739	00	00	80			1010	00	09	50
		743	00	01	80			1008	00	07	30
		741	00	00	20			1000	00	02	50
		742	00	04	20			1116	00	02	50
		791	00	02	60						

1	2	3	4	5	6
Suhawa		1126 (Govt. Land)	00	04	60
		1125	00	02	40
		1124	00	02	40
		1117/1	00	00	40
		1123	00	02	40
		1122	00	03	30
		1121/1	00	08	10
		1146	00	00	50
		1145/1	00	05	40
		1144	00	00	20
		1159	00	04	00
		1162 (Govt. Land)	00	09	30
		1161	00	03	50
		1160/1	00	04	60
		1163	00	02	30
		939	00	00	20
		940	00	09	80
		941	00	00	20
		942	00	05	40
		943	00	06	00
		924	00	07	40
		923	00	07	60
		922	00	01	10
		945	00	04	10
		969	00	00	20
		968	00	05	50
		967	00	09	00
		964 (Govt. Land)	00	03	70
		987	00	05	60
		988/2	00	07	50
		1005/1	00	03	70
		1005/3	00	03	70
		1003/2	00	02	90
		1006	00	03	90
		1006	00	00	20
		1007 (Govt. Land)	00	00	20
		1008 (Govt. Land)	00	00	70
		1054 (Govt. Land)	00	08	00
		1062	00	04	80
		1056	00	06	20
		1057	00	00	70
		1049	00	01	00
		1050	00	03	70
		1052	00	03	20
		1053	00	00	20
		879	00	04	10
		873 (Govt. Land)	00	10	80
		867 (Govt. Land)	00	07	40
		827	00	07	20

1	2	3	4	5	6
		Cabheena	831	00	01
			826	00	02
			825	00	04
			824 (Govt. Land)	00	09
			1088/1093 (Govt. Land)	00	00

[F. No. R-25011/3/2011-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 25 जनवरी, 2011

का.आ. 291.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में सर्वसंसदीय गैल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के कालम (1) में वर्णित व्यक्ति को कालम (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त करती है।

अनुसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
श्री वी.बी. मोरे, डिप्टी कलेक्टर व सक्षम प्राधिकारी	सम्पूर्ण महाराष्ट्र राज्य
मैसर्स गेल (इण्डिया) लिमिटेड में प्रतिनियुक्ति पर	
महाराष्ट्र	

[फा. सं. एल-14014/3/11-जी पी]

के. के. शर्मा, अवर सचिव

New Delhi, the 25th January, 2011

S.O. 291.—Whereas in, pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying pipelines by the said M/s. GAIL (India) Limited in the area mentioned in column (2) of the said schedule.

SCHEDULE

Name and Address of the person	Area of Jurisdiction
Shri V. B. More, Deputy Collector & Competent Authority, On deputation basis to M/s. GAIL (India) Limited, Maharashtra	Whole State of Maharashtra

[F. No. L-14014/3/11-GP.]

K. K. SHARMA, Under Secy.

नई दिल्ली, 27 जनवरी, 2011

का.आ. 292.—भारत सरकार ने जनहित में कर्नाटक राज्य में मंगलूर से पादूर, पाइपलाइन द्वारा कच्चे तेल का परिवहन आवश्यक माना है। मंगलूर, डी.के. जिले के कोंकण रेलवे के तोकूर रेलवे स्टेशन के पास आई.एस.पी.आर.एल. द्वारा उड्डुपी तालुक तथा जिले के पादूर में प्रस्तावित भंडारण टर्मिनल के लिए पाइपलाइन बिछाई जाएगी।

और, भारत सरकार का ऐसा मानना है कि उक्त कथित पाइपलाइन बिछाने के उद्देश्य के लिए इस अधिसूचना की संलग्न अनुसूची में वर्णित भूमि जिससे प्रस्तावित पाइपलाइन गुजरनी है, के उपयोग का अधिकार प्राप्त करना आवश्यक है।

अतः अब, भारत सरकार पेट्रोलियम एवं खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के अनुसरण में कृत्यों के निर्वहन की घोषणा करता है।

कोई भी व्यक्ति जो इस अनुसूची में दर्शायी गई भूमि के बारे में आपत्ति दर्ज करने का इच्छुक हो, धारा 3 की उप-धारा (1) के अन्तर्गत जारी अधिसूचना तथा भारत के राजपत्र में सामान्य जनता के लिए प्रकाशित तिथि के 21 दिन के अन्दर आई.एस.पी.आर.एल. पाइपलाइन को मंगलूर से पादूर तक बिछाने के बारे में सक्षम प्राधिकारी, के.आई.ए.डी.बी., बाइकंपांडी मंगलूर-575001 कर्नाटक को लिखित में दर्ज करा दे।

अनुसूची

जिला	तहसील	गांव	सर्वेक्षण संख्या		क्षेत्र
			एकड़	सेन्ट	
1	2	3	4	5	
दक्षिण कन्नडा	मंगलूर	तोकूरू	27/1	85.08	
			27/3	15.27	
			27/11	42.48	
			27/13	15.03	
			32/2P1	0.30	3 दक्षिण कन्नडा
			32/3P1	8.00	मंगलूर
			32/3P2	19.72	काटिपल्ला
			32/7P1	66.01	85/3
			33/2	34.35	85/4A
			34/IP2	55.07	85/4B
			34/3	25.80	85/5AP1
			34/2	12.52	85/5AP2
			104	78.63	85/5AP3
			110/1A	13.45	85/5B
			110/1B3P1	11.80	85/6P1
			128/2	3.41	85/6P2
			128/3	28.08	85/7P1
			129/1	61.52	85/7P2
			129/2	12.40	85/8A
			कुल	5.889 एकड़	85/8BP1

1	2	3	4	5
दक्षिण कन्नडा	मंगलूर	तोकूरू	बाला	119/23
				68.87
			119/26	2.42
			127/1	5.75
			127/2	63.94
			121/7	42.72
			145	91.15
			148/4	4.15
			152	34.59
			158/1B1P1	2.00
			158/1B1P2	8.64
			158/1B2A	25.67
			158/1B2B	22.23
			158/IC	14.39
			158/3P1	30.16
			162/1	28.45
			167/1P1	26.67
			167/3	12.21
			167/4P1	28.69
			167/7A	8.00
			167/9AP1	13.21
			178/2A	11.11
			193/IB	32.37
			194/2	4.08
			194/4A	24.21
			194/4B	62.00
			196/1BP1	20.64
			196/2	2.95
			199/1	32.81
			199/2	2.86
			199/5	33.51
			202/4	20.7
			कुल	8.812 एकड़
			85/3	1.08
			85/4A	10.85
			85/4B	1.41
			85/5AP1	10.00
			85/5AP2	6.67
			85/5AP3	3.79
			85/5B	2.80
			85/6P1	20.00
			85/6P2	2.33
			85/7P1	10.00
			85/7P2	12.64
			85/8A	13.23
			85/8BP1	1.00
			85/8BP2	1.00
			85/8BP3	7.64
			85/9	22.90
			85/10A	10.41

1	2	3	4	5	1	2	3	4	5
दक्षिण कन्नडा	मंगलूर	काटिपल्ला	85/10B 86/1AP1 86/IB 86/2A1P1 86/2A2 86/2B1 86/2B2P1 86/2C1 86/2C2 87 88/1P1 88/1P-2 88/2 88/3 88/4 89	15.90 84.46 20.8 15.53 0.14 16.63 2.64 2.22 26.65 51.837 10.932 3.89 28.00 5.68 1.26 21.32	दक्षिण कन्नडा	मंगलूर	कुतेतूरू	47/13 47/14P1 47/14P8 47/15P1 47/17 47/18P1 47/21P1 47/21P2 66/19P1 66/6 66/8 66/18 107 150/1B 153/1AP1 153/2 154/1P1 155/2 165/1B1 165/1C	0.82 20.00 35.04 62.79 0.77 26.23 10.00 25.00 75.51 12.35 0.62 9.53 28.52 49.35 11.00 4.07 30.23 43.11 44.78 17.89
			कुल	4.456 एकड़				कुल	9.862 एकड़
दक्षिण कन्नडा	मंगलूर	कुतेतूरू	34/10P1 34/11 34/9-PI 34/17P3 34/3BP1 36/25 36/8 41/1C 41/1A 42/6 42/9-PI 42/27 42/28 42/24P1 42/23 42/22 42/21 42/29P2 42/29 45/1A 45/2 45/3 46/1 46/2 46/6 46/7P1 47/2P1 47/3P1 47/11P1 47/12P1 47/12P3	13.06 11.91 30.12 48.69 50.84 1.2 24.51 4.32 9.09 3.8 3.67 2.72 12.31 5.33 18 22.08 6.30 0.61 17 12.75 0.72 26.82 10.25 1.25 2.61 0.82 18.89 1.43 1.12 13.00 4.72	दक्षिण कन्नडा	मंगलूर	सूरिने	53/1API 53/1BP1 53/2AP1 53/2AP2 53/2B 55/1 55/7A 55/7B 55/9 55/10P1 55/12 55/20A 55/20B 56/1 56/11 56/2 56/3 56/4 56/7 56/8 56/9 57/7B 57/21 57/22 69/4BP1	16.987 3.577 55.393 10.319 14.216 10.359 5.541 27.521 5.210 5.684 30.926 20.195 18.219 1.104 13.577 14.957 9.047 11.545 9.969 1.134 2.767 1.593 1.179 7.809 33.179
			कुल	3.320 एकड़				कुल	3.320 एकड़

1	2	3	4	5	1	2	3	4	5
दक्षिण कन्नडा	मंगलूर	मध्या	4/1 4/10 4/13 4/2 4/4 4/5 4/8 4/9 5/1AP1 5/1B 6/6 6/7P1 7/1 7/10 7/11AP1 7/2 7/4A 7/6P1 7/6P2 7/8 11/8P1 11/8P2 11/9 13/1A 46/1P1 46/1P2 46/3A 46/3B 47/1A	12.615 15.188 9.439 1.397 11.556 7.444 12.078 9.975 39.22 2.721 0.503 24.857 25.501 20.808 1.949 8.569 3.928 11.69 0.624 49.439 20 6.08 7.49 54.686 10.00 8.563 5.906 26.332 97.077		कोइकुडे	8/4 8/5 8/6 8/9 8/10 9/5P1 10/20 11/5AP1 11/5AP2 11/5B 12/2 12/3 25/4P1 25/5P1 25/5P2 25/1 25/2 25/3 27/2P1 27/4 27/9 28/2P1 28/4P1 35/11 35/7P1 35/7P2 35/8P1 35/9B 36/1 6/3B 36/6P1 37/12 37/13	3.70 11.59 21.56 8.25 0.24 30.98 5.85 4.00 11.22 14.01 17.73 56.43 12.05 5.00 6.89 15.23 0.68 10.63 37.11 7.98 9.01 22.81 11.22 2.90 20.00 23.60 6.43 1.19 36.20 18.02 5.61 0.60 25.33	
पंजा			कुल	5.056 एकड़			37/14 37/15P1 37/16 37/17P1 37/18 37/19 37/20 38/ 10 38/16 38/17 45/5 45/8 49/6P1 49/8P1 49/8P2 49/13P1 49/20	2.51 6.99 7.94 5.56 1.09 10.3 6.64 21. 06 0.32 2.20 27.87 19.33 12.53 3.00 55.46 9.34 1.93	
कोइकुडे			कुल	1.555 एकड़					
			5/1 5/2 5/3 6/3 6/4 6/5 8/1	11.20 14.09 0.38 7.33 18.38 5.44 17.86					

1	2	3	4	5	1	2	3	4	5
दक्षिण	मंगलूर	बेल्यारू	49/17C	34.76	दक्षिण	मंगलूर	तालिपाडी	184/1A	10.579
कन्नडा			55/7B	0.08	कन्नडा			184/1B	2.802
			55/7C	20.71				184/2A	1.734
			55/8	55.02				184/2B	6.617
			60/1	0.96				184/4B-PI	22.295
			60/3	6.77				184/4C	16.242
			60/4	6.21				184/4D	5.62
			64/1	53.2				184/7A	0.074
			67/1P2	17.32				184/7B	1.299
			67/2	13.32				184/8A	3.36
			67/3P2	52.84				184/8B	11.496
			67/5	10.3				188/4BP1	0.938
			67/6	5.69				188/4BP2	2
			67/7	4.87				188/5PI	11.602
			67/8	2.03				188/7A	23.555
			67/9	0.38				188/9BP1	3
			68/2	33.37				188/9BP2	15.171
			71/1	10.41				308/1	6.898
			76/2	70.62				308/2AP1	88.457
			77/5B	30.83				308/3B	0.498
			84/1PI-PI	7.12				309/1BPI	14.031
			84/4	0.35				309/3A	27.711
			87/1	37.67				309/3B	24.205
			87/2AP1	3.37				309/4	1.437
			87/2BP1	7.87				309/5B	4.204
			87/2CP1	4.23					
			कुल 7.512 एकड़						
किलपाडी			53/6P1	3.59				कुल 3.058 एकड़	
			53/13P1	7.04				7/1A	34.25
			53/17	2.48				9/18A	15.53
			54/1A	29.93				9/18B	1.02
			55/ 1A	0.31				9/20PI	24.59
			55/1B2P5	31.92				9/21A2	0.19
			55/1B1P9	17.11				9/21B2	40.09
			56/2A1P1	2.72				9/22B1	18.98
			56/2B1P1	14.15				9/22B3P4	0.83
			58/P1	2.89				9/28	12.66
			59/3	5.66				9/29	19.30
			59/7	11.36				9/30	37.37
			60/1P1-PI	42.85				21/7A	1.56
			61/1	48.10				21/8AP1	15.11
			61/2CP1	0.06				22/1AP1	55.81
			61/4	0.10				23/1P1	33.92
			62/1A	34.10				23/2AP1	43.69
			63/2P1	1.43				23/2B1	16.52
			63/3	2.20				23/3	2.60
			63/4	84.62				23/5P1	0.80
			67/1	7.92				23/6P1	11.24
			कुल 3.505 एकड़					23/8AP1	27.33

1	2	3	4	5	1	2	3	4	5
दक्षिण	मङ्गलूर	शिमतूरु	23/8BPI	6.91		अतिकारिबेट्टु		82/20	13.84
कन्नडा			23/9P1	4.59				82/25	7.21
			23/10P1	49.15				83/3	29.73
			39/1A1	12.45				87/2A	1 8.19
			39/1A2P1	5.68				88/2Pl	71.12
			39/1A3P1	7.64				90/1D	1.11
			40/4	13.33				90/8A	4.90
			40/5	29.43				90/8B	2.46
			40/8	23.64				90/8C	10.72
			41/4AP1	0.26				90/10P1	1.86
			41/4AP2	10.00				कुल	4.517
			41/5	24.40					एकड़
			41/7A	30.53				3/1	7.78
			41/7BP1	14.37				3/2	15.86
			41/9AP1	3.00				3/3	6.63
			41/9AP2	17.69				3/4	6.52
			41/9B	9.41				3/8	13.47
			41/9C	2.91				3/12	9.81
			55/1	63.11				3/13	16.5
			56/1	52.12				4/3	4.23
			56/2	17.98				4/4	24.00
			56/3	19.72				4/4Pl	30.19
			56/4	3.70				4/7	4.03
			56/5	3.13				4/8	7.63
			69/1AP1	61.17				70/1	17.08
			69/2A1	17.31				73/11	2.67
					कुल	9.170	एकड़	73/12	4.56
								73/13	14.54
								73/14	14.47
अतिकारिबेट्टु			3/9	20.17				73/16Pl	4.00
			3/10P1	16.00				73/16P2	2.58
			3/10P2	1.02				73/17	9.53
			4/6A	13.91				73/18	3.78
			78/12P1	1.61				74/9	16.16
			78/IB	4.04				74/11	0.21
			80/3P1	13.28				74/13	17.04
			81/9A	4.69				74/14	0.24
			81/9B	2.50				75/5	48.12
			81/9C	1.44				77/2	17.02
			81/9D	31.82				77/3	9.07
			81/10A	2.46				77/4	4.37
			81/I0B	9.02				77/19	23.88
			81/ I0C	1.48				77/20	1.73
			81/22BP1	1.32				77/21	0.74
			82/1	12.03				कुल	3.584
			82/2	1.71					एकड़
			82/3	9.21				10/1Pl	11.53
			82/4	20.82				11/1P2	38.661
			82/7	3.23				15/8A	0.771
			82/8Pl	27.48					
			82/16P1	1.32					

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दक्षिण	मंगलूर	कर्निरे	15/8B	2.663	दक्षिण	मंगलूर	कर्निरे	36/35	9.533
कन्नडा			15/9A	3.735	कन्नडा			49/2	8.436
			15/9B	0.196				49/6	8.712
			15/10A	4.709				49/9	4.168
			15/10B	3.074				49/ 10	6.074
			15/10C	4.036				49/12	0.036
			15/11	22.827				49/13	10.564
			15/12Pl	31.919				49/15	2.245
			15/13	3.476				49/16	8.015
			15/14P1	2.368				49/17	10.323
			15/16	3.014				49/18	9.334
			16/1	8.685				49/19	2.553
			16/3	14.194				50/2C3AP1	48.267
			16/4P1	41.694				कुल	7.168 एकड़
			17/4P1	5.93	17. दक्षिण	मंगलूर	बल्कुंजे	5/8	26.78
			17/5	24.662	कन्नडा				
			17/6P1	3.00				5/10P2	40.00
			17/6P2	8.006				6/1	23.54
			18/3	7.849				6/2	12.5
			18/4	5.778				6/3	1.64
			18/5	1.553				6/13	14.02
			18/12	6.907				6/14P1	24.63
			13/7P1	34.501				6/20	31.72
			29/10A	18.688				7/1	41.82
			29/14P3	19.468				7/2	8.56
			29/15	7.185				7/4P1	4.71
			29/16	1.929				7/7	1.09
			29/19	0.325				7/8	13.19
			29/22	7.394				68/1-pl	25.65
			29/23	21.215				68/3-pl	26.25
			32/8	0.082				68/8-pl	51.61
			32/9	19.997				69/12pl	58.00
			32/10	36.595				69/12P2	31.03
			32/12	4.445				96/0	40.29
			32/11P1	27.127				कुल	4.770 एकड़
			33/1P1	19.283					
			33/4	7.076	18. उडुपी	कार्कला	इन्ना	47/B1A1	77.91
			33/5	31.867				113/4	6.76
			35/10	5.612				114/1A1A1	62.316
			35/11	2.437				125/1	13
			35/14A	7.091				126/pl	32.395
			35/15	3.703				127/2pl	30.367
			35/21P1	11.894				127/4	12.187
			35/22	14.414				127/5pl	3.163
			36/24	9.063				127/6	2.015
			36/25	0.194				127/7	14.325
			36/26	4.276				128/5Pl	5
			36/27	2.932				128/5P2	9
			36/28	0.569				128/5P10	5
			36/29P2	7.896					

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18. ઉડુપી	કાર્કલા	ઇન્ના	128/5P11	4	19. ઉડુપી	કાર્કલા	નંદિકૂર	14/11BP2	0.86
			128/6P1	1.467				191/1AP1	10.00
			128/6P1	46				191/1BP2	13.00
			128/6P2	7.088				191/1C2P4	46.00
			128/7P1	3.384				191/1cp3	23.13
			129/1p1	38.269				192/1AP1	12.81
			129/5p1	18.758				192/1B2P4	26.85
			130/13	11				કુલ	3.333 એકડુ
			130/14	7.069	20. ઉડુપી	ઉડુપી	સંતૂર	22/1P2	1 58.407
			130/18	11.483				22/7	2.09
			143/3A	39.569				47/1A	32.866
			148/1	9.957				47/1B	3.729
			148/2P1	19.407				47/2	10.091
			148/3	17.986				47/3	6.314
			148/4P1	79.835				47/4	82.06
			148/5P2	41.454				48/1	2.688
			148/8P1	26.259				48/5	61.71
			148/9	7.865				48/6	1.76
			152	21.397				63/1	19.686
			190/1BP1	20.541				63/4	27.247
			191/1	21.518				64/2	7.22
			233/1	16.741				64/3	38.929
			235/4	15.836				64/9	12.413
			235/2	89.165				64/11B	11.21
			237/1P1	7.243				64/12B	3.758
			237/2	170.734				65/1P1	10.74
			239/1AP1	51.233				65/2	1.625
			239/1B	7.632				65/3	11.962
			239/2B	57.275				65/4	8.703
			239/3	15.416				65/10	10.977
			262/1	2.947				76/9-P1	2.624
			262/2	64.665				77/9	15.176
			262/3A	15.875				77/11	3.19
			262/4	19.677				78/4	3.071
				કુલ 11.622 એકડુ				78/5	14.809
19. ઉડુપી	કાર્કલા	નંદિકૂર	4/20BP-2	18.02				78/8	24.177
			7/6P1	0.68				78/10	4.93
			8/1AP1	10.58				78/11	10.476
			8/1BP2	7.19				80/2	12.73
			8/3	16.02				80/4	9.56
			8/4AP-1	0.64				80/5	3.388
			8/4BP-2	12.10				80/6	14.461
			8/5	12.57				80/7	3.91
			8/6	0.72				80/8	2.74
			8/7	1.06				80/11	6.789
			8/8	4.10				81/2	0.29
			13/1	7.80				81/3	21.315
			13/3P1	29.66				81/4	11.514
			13/4AP1	3.86				81/5	0.129
			13/4B4C 10	9.00				81/6	12.947
			13/4CP3	6.51				81/7	5.805
			13/5	19.818	21. ઉડુપી	ઉડુપી	યેલ્લરુ	81/8	0.946
			13/6	1.694				81/9	8.536
			13/9	38.696				82	34.859
								કુલ 7.546 એકડુ	
								8/5	21. 971
								8/6	24.802
								8/10	7.224

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उडुपी	उडुपी	येल्लरू	8/16	1.884	उडुपी	उडुपी	येल्लरू	413/2D2	10.73	
			8/19	45.824				413/2D3	43.11	
			9/1	27.574				467/1	19.179	
			9/2	22.102				467/2	40.676	
			9/3	13.35				469/1A	7.271	
			14/3	26.97				469/2A	27.19	
			14/10	27.985				469/4	5.541	
			15/12	17.762				469/5	61.133	
			21	39.059				473/1	35.173	
			22	30				473/3	25.693	
			22/22P1	52.485				474/IP1	57.74	
			23/3-P2	67.036				474/2	7.831	
			23/3P1	6				478/1A2	4.187	
			112	23.06				478/1B	8.793	
			112/P1	12.30				478/2	13.871	
			113/1A	86.786				478/3A	14.929	
			113/1B	5.405				478/5A	3.04	
			113/1C1	37.917				478/6A1	17.619	
			113/1C2	14.026				478/6B	7.009	
			118/1P1	56.093				481/3	23.879	
			119/1	36.224				481/5-pl	12.571	
			119/2A	31				486/1	3.59	
			119/2B	13.561				486/2	21.015	
			119/5	3.995				511/1B	16.488	
			148/1A	27.03				511/1C	47.701	
			148/1B	51.841				511/1D	8.427	
			148/2	9.757				कुल	20.312 एकड़	
			149/1A	9.66	22	उडुपी	उडुपी	बेलपू	1/2AP 1	23.429
			149/1A3	91.236					3/2A2	36.749
			192	56.82					3/2B	23.701
			193/1A	53.09					4/2	20.725
			193/2	8.17					4/3	31.321
			195/2	10.50					4/4B	18.303
			195/3A	1.13					4/5	22.833
			195/9A	25.31					4/6B	2.828
			195/10A	17.26					4/9	13.861
			196/1	13.03					4/10	8.85
			196/2	3.75					5/8B	9.235
			310/2	34.686					5/9	19.363
			318/17P-I	19.46					6/1	1.627
			340/1	19.029					कुल	2.328 एकड़
			365/1	19.321						
			395/1	3.478	23	उडुपी	उडुपी	कलतूरू	9/2A2P2	5.476
			395/2	51.607					9/2B3	8.879
			408/1	21.86					9/2DP2	1 13.561
			408/2	33.6					32/4AP-5	17.78
			408/3A	15.24					32/7	2.76
			408/3B	5.94					32/8	1.212
			409	20.73					32/9	6.586
			413/2B	10.92					32/14	5.81

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उडुपी	उडुपी	कलतूरू	32/15	9.47	उडुपी	उडुपी	कलतूरू	94/5	10.603
			32/16	4.73				94/9AP-1	13.236
			32/27	3.556				94/11	0.353
			32/29	17.76				94/12-P2	2.68
			32/30-P1	18.354				95/2	2
			32/30-P2	14.59				95/5A	13.231
			32/30A	9.13				95/5B	1.74
			32/31	1.072				95/6	5.293
			32/32A-P2	6.056				112/1	3.733
			32/32B	3.961				112/2B3P-P1	26.255
			32/35	4.644				112/3A	23.743
			32/38B-P2	16.142				113/3B	4.46
			32/46	10.22				112/4DP-1	1.848
			33/1	22.074				113/2A3P-3	18.819
			35/2B-Pl	0.606				113/2B1P-2	25.281
			35/3	45.744				113/2CP-2	30.925
			39/1P1	0.77				115/1A1P-1	2.21
			39/2P1	30.883				115/1A2P-2	42.488
			39/5P1	10.819				115/IBP-1	57.496
			39/10Pl	1.065				115/16AP-1	16.93
			39/11	10.22				116/2D	15.649
			39/12A	0.289				144/P1	58.871
			39/12B	3.019				148/2AP3	24.07
			39/12C	1.956				148/2BPl	17.494
			39/13	1.621				148/3	12.937
			40/1A	2.007				164	12.758
			40/1D	2.418				कुल	11.283
			40/IE	4.195	24 उडुपी	उडुपी	पादूरू		एकड़
			40/1F-Pl	4.523				94/1A	4.313
			40/4A	13				104/4P1	2.190
			40/8A-P2	7.389				104/20	3.70
			40/8BP-2	14.019				104/21	3.903
			86/1	6.673				104/22P1	8.044
			86/8	5.719				104/22P2	4.948
			86/9Pl	28.678				104/24P2	45.645
			89/4	23.602				104/27	19.297
			89/5	2.077				104/28	20.048
			89/6	23.933				104/29	15.041
			91/7	18.982				104/31	5.649
			91/8	7.916				105	26.767
			91/9P1	12.678				140/2P2	42.979
			92/3	6.641				141/3A	10.596
			92/6B	0.658				141/3B-P2	9.170
			92/9D	0.977				142/P1	29.697
			92/9EP-1	3.67				143/1P1	19.434
			92/9F	5.977				143/2P1	36.273
			92/10	1.535				144/1P5	8.369
			92/11A	14.84				Total	3.161 Acres
			93	35.616					
			94/3	24.674					

[फा. सं. पो. 25011/1/2009-एस यू पी]

बी. के. दत्ता, अवर सचिव

New Delhi, the 27th January, 2011

S.O. 292.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of crude oil through Mangalore - Padur-Crude pipeline in the state of Karnataka. A pipeline from Booster near Thokur railway station on Konkan railway in Mangalore, D.K District, to proposed storage terminal at Padur in Udupi Taluk & District, should be laid by ISPRL.

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein.

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the ISPRL pipe line from Mangalore to Padur, under the land to Competent Authority, KIADB, Baikampady Mangalore-575001 Karnataka.

SCHEDULE

Sl. No.	District	Tehsil	Village	Survey No.	Area Acre Cent	1	2	3	4	5
1.	Dakshina Kannada	Mangalore	Thokuru	27/1	85.08					
				27/3	15.27					
				27/11	42.48					
				27/13	15.03					
				32/2P1	0.30					
				32/3P1	8.00					
				32/3P2	19.72					
				32/7P1	66.01					
				33/2	34.35					
				34/1P2	55.07					
				34/3	25.80					
				34/2	12.52					
				104	78.63					
				110/1A	13.45					
				110/1B3P1	11.80					
				128/2	3.41					
				128/3	28.08					

1	2	3	4	5
Dakshina Kannada	Mangalore	Thokuru	129/1	61.52
			129/2	12.40
			Total	5.889 Acres
2. Dakshina Kannada	Mangalore	Bala	119/23	68.87
			119/26	2.42
			127/1	5.75
			127/2	63.94
			121/7	42.72
			145	91.15
			148/4	4.15
			152	34.59
			158/1B1P1	2.00
			158/1B1P2	8.64
			158/1B2A	25.67
			158/1B2B	22.23
			158/IC	14.39
			158/3P1	30.16
			162/1	28.45
			167/1P1	26.67
			167/3	12.21
			167/4P1	28.69
			167/7A	8.00
			167/9AP1	13.21
			178/2A	11.11
			193/IB	32.37
			194/2	4.08
			194/4A	24.21
			194/4B	62.00
			196/1BP1	20.64
			196/2	2.95
			199/1	32.81
			199/2	2.86
			199/5	33.51
			202/4	20.7
			Total	8.812 Acres
3. Dakshina Kannada	Mangalore	Katipalla	85/3	1.08
			85/4A	10.85
			85/4B	1.41
			85/5AP1	10.00
			85/5AP2	6.67
			85/5AP3	3.79
			85/5B	2.80

1	2	3	4	5	1	2	3	4	5
Dakshina Kannada	Mangalore	Katipalla	85/6P1	20.00	Dakshina Kannada	Mangalore	Kuttetturu	45/1A	12.75
			85/6P2	2.33				45/2	0.72
			85/7P1	10.00				45/3	26.82
			85/7P2	12.64				46/1	10.25
			85/8A	13.23				46/2	1.25
			85/8BP1	1.00				46/6	2.61
			85/8BP2	1.00				46/7P1	0.82
			85/8BP3	7.64				47/2P1	18.89
			85/9	22.9				47/3P1	1.43
			851/I0A	10.41				47/11P1	1.12
			85/I0B	15.90				47/12P1	13.00
			86/1AP1	84.46				47/12P3	4.72
			86/IB	20.8				47/12P3	—
			86/2A1P1	15.53				47/12P3	—
			86/2A2	0.14				47/12P3	—
			86/2B1	16.63				47/12P3	—
			86/2B2P1	2.64				47/12P3	—
			86/2C1	2.22				47/13	0.82
			86/2C2	26.65				47/14P1	20.00
			87	51.837				47/14P8	35.04
			88/1P1	10.932				47/15P1	62.79
			88/1P-2	3.89				47/17	0.77
			88/2	28.00				47/18P1	26.23
			88/3	5.68				47/21P2	25.00
			88/4	1.26				47/21P1	10.00
			89	21.32				66/19P1	75.51
			Total 4.456 Acres					66/6	12.35
4	Dakshina Kannada	Mangalore	Kuttetturu	34/10P1	13.06			66/8	0.62
				34/11	11.92			66/18	9.53
				34/9-P1	30.12			107	28.52
				34/17P3	48.69			150/1B	49.35
				34/3BPI	50.84			153/1AP1	11.00
				36/25	1.2			153/2	4.07
				36/8	24.51			154/1P1	30.23
				41/1C	4.32			155/2	43.11
				41/1A	9.09			165/1B1	44.78
				42/6	3.8			165/1C	17.89
				42/9-P1	3.67			Total 9.627 Acres	
				42/27	2.72	5	Dakshina Kannada	Mangalore	Surinje
				42/28	12.31			53/1API	16.987
				42/24P1	5.33			53/1BP1	3.577
				42/23	18.00			53/2AP1	55.393
				42/22	22.08			53/2AP2	10.319
				42/21	6.30			53/2B	14.216
				42/29P2	0.61			55/1	10.359
				42/29	17.00			55/7A	5.541

1	2	3	4	5	1	2	3	4	5	
Dakshina Kannada	Mangalore	Surinje	55/7A 55/7B 55/9 55/9 55/10P1 55/12 55/20A 55/20B 56/1 56/11 56/2 56/3 56/4 56/7 56/8 56/9 57/7B 57/21 57/22 69/4BP1	55/7A 55/7B 55/9 55/9 55/10P1 55/12 55/20A 55/20B 56/1 56/11 56/2 56/3 56/4 56/7 56/8 56/9 57/7B 57/21 57/22 69/4BP1	27.521 5.210 — 5.684 30.926 20.195 18.219 1.104 13.577 14.957 9.047 11.545 9.969 1.134 2.767 1.593 1.179 7.809 33.179	Dakshina Kannada	Mangalore	MADYA	46/1P2 46/3A 46/3B 47/1A Total 5.056 Acres	8.563 5.906 26.332 97.077
7	Dakshina Kannada	Mangalore	Panja	35/4 36/1 36/2 36/3P1 36/6 37/16P1 37/13P1 37/I0B	35/4 36/1 36/2 36/3P1 36/6 37/16P1 37/13P1 37/I0B	65.187 0.11 9.151 31.409 19.859 19.913 9.042 0.853				
			Acres				Total 1.555			
8.	Dakshina Kannada	Mangalore	Koikude	5/1 5/2 5/3 6/3 6/4 6/5 8/1 8/4 8/5 8/6 8/9 8/10 9/5P1 10/20 11/5AP1 11 /5AP2 11/5B 12/2 12/3 25/4P1 25/5P1 25/5P2 25/1 25/2 25/3 27/2P1 27/2P1 27/4 27/9 28/2P1	5/1 5/2 5/3 6/3 6/4 6/5 8/1 8/4 8/5 8/6 8/9 8/10 9/5P1 10/20 11/5AP1 11 /5AP2 11/5B 12/2 12/3 25/4P1 25/5P1 25/5P2 25/1 25/2 25/3 27/2P1 27/2P1 27/4 27/9 28/2P1	11.20 14.09 0.38 7.33 18.38 5.44 17.86 3.70 11.59 21.56 8.25 — 0.24 30.98 5.85 4.00 11.22 14.01 17.73 56.43 12.05 5.00 6.89 15.23 0.68 10.63 37.11 — 7.98 9.01 22.81				
6	Dakshina Kannada	Mangalore	MADYA	Total 3.320 Acres						
			4/1 4/10 4/13 4/2 4/4 4/5 4/8 4/9 5/1AP1 5/1B 6/6 6/7P1 7/1 10-Ju1 7/11AP1 7/2 7/4A 7/6P1 7/6P2 7/8 11/8P1 11/8P2 11/9 13/1A 46/1P1	4/1 4/10 4/13 4/2 4/4 4/5 4/8 4/9 5/1AP1 5/1B 6/6 6/7P1 7/1 10-Ju1 7/11AP1 7/2 7/4A 7/6P1 7/6P2 7/8 11/8P1 11/8P2 11/9 13/1A 46/1P1	12.615 15.188 9.439 1.397 11.556 7.444 12.078 9.975 39.22 2.721 0.503 24.857 25.501 20.808 1.949 8.569 3.928 11.69 0.624 49.439 20 6.08 7.49 54.686 10.00					

1	2	3	4	5	1	2	3	4	5
Dakshina	Mangalore	Koikude	28/4P1	11.22	Dakshina	Mangalore	Tokur	24/2A	4.38
Kannada			35/11	2.90	Kannada			24/2B	0.27
			35/7P1	20.00				24/3	0.58
			35/7P2	23.60				24/12A	5.6
			35/8P1	6.43				24/12B	7.74
			35/9B	1.19				24/12C	7.06
			36/1	36.20				24/13	30.02
			36/3B	18.02				24/15A	14.22
			36/6P1	5.61				24/15B	4.09
			37/12	0.60				24/15C	3.23
			37/13	25.33				24/16A	2.56
			37/14	2.51				24/16B	0.28
			37/14	—				24/16C	0.40
			37/15P1	6.99				25/9	12.85
			37/16	7.94				25/10	4.92
			37/16	—				25/14	3.60
			37/17P1	5.56				26/5	4.23
			37/18	1.09				26/11	9.82
			37/19	10.3				26/12	9.71
			37/20	6.64				26/14A	0.41
			37/20	—				26/15	0.21
			38/10	21.06				26/16	17.97
			38/16	0.32				26/20A	10.03
			38/17	2.20				26/20B	6.56
			45/5	27.87				26/21	7.89
			45/8	19.33				26/22	6.4
			49/6P1	12.53				26/23A	2.73
			49/8P1	3.00				26/23B	7.41
			49/8P2	55.46				26/25A	6.25
			49/13P1	9.34				26/25B	6.15
			49/20	1.93				26/26	17.26
			50/1	19.87				26/26	—
			50/2P1	6.87				26/28	0.25
			72/1P1	5.05				26/24A2	12.86
			72/2P1	32.94				26/24A1	3.00
			74/1	34.75				27/1IIP1	21.61
			74/3P1	31.04				33/1	3.50
			98/2	3.24				33/2	0.41
			98/3P1	83.94				34/2B	0.48
			99/1P1	2.29				34/18	10.89
			99/2	9.87				34/19	2.28
			Total 9.626 Acres					34/20	8.56
9	Dakshina	Mangalore	Tokur	19/1A	9.87			34/22	21.7
	Kannada			19/5API	0.39			34/26	1.45
				19/6	1.84			36/2A	5.00
				24/1A	1.67			36/2B	2.59
								36/11	26.01

1	2	3	4	5	1	2	3	4	5
12. Dakshina Kannada	Mangalore	Talipadi	184/2A 184/2B 184/4B-pl 184/4C 184/4D 184/7A 184/7B 184/8A 184/8B 188/4BP1 188/4BP2 188/5Pl 188/7A 188/9BP1 188/9BP2 308/1 308/2AP1 308/3B 309/IBP1 309/3A 309/3B 309/4 309/5B	1.734 6.617 22.295 16.242 5.62 0.074 1.299 3.36 11.496 0.938 2 11.602 23.555 3 15.171 6.898 88.457 0.498 14.031 27.711 24.205 1.437 4.204	13. Dakshina Kannada	Mangalore	Simanturu	23/8BP1 23/9P1 23/10P1 39/1A1 39/1A2P1 39/1A3P1 40/4 40/5 40/8 41/4AP1 41/4AP2 41/5 41/7A 41/7BP1 41/9AP1 41/9AP2 41/9B 41/9C 55/1 56/1 56/2 56/3 56/4 56/5	6.91 4.59 49.15 12.45 5.68 7.64 13.33 29.43 23.64 0.26 10.00 24.40 30.53 14.37 3.00 17.69 9.41 2.91 63.11 52.12 17.98 19.72 3.70 3.13
			Total	3.058 Acres					
13. Dakshina Kannada	Mangalore	Simanturu	7/1A 9/18A 9/18B 9/20Pl 9/21A2 9/21B2 9/22B1 9/22B3P4 9/28 9/29 9/30 21/7A 21/8AP1 22/1AP1 23/1P1 23/2AP1 23/2B1 23/3 23/5P1 23/6P1 23/8AP1	34.25 15.53 1.02 24.59 0.19 40.09 18.98 0.83 12.66 19.30 37.37 1.56 15.11 55.81 33.92 43.69 16.52 2.60 0.80 11.24 27.33	14. Dakshina Kannada	Mangalore	Atikaribettu	3/9 3/10P1 3/10P2 4/6A 78/12P1 78/1B 80/3P1 81/9A 81/9B 81/9C 81/9D 81/10A 81/10B 81/10C 81/22BP1 82/1 82/2 82/3 82/4	61.17 17.31 Total 9.170 Acres 20.17 16.00 1.02 13.91 1.61 4.04 13.28 4.69 2.50 1.44 31.82 2.46 9.02 1.48 1.32 12.03 1.71 9.21 20.82

1	2	3	4	5	1	2	3	4	5
14. Dakshina	Mangalore	Atikaribettu	82/7	3.23	15. Dakshina	Mangalore	Kavatara	77/20	1.73
			82/8Pl	27.48				77/21	0.74
			82/16P1	1.32					Total 3.584 Acres
			82/20	13.84	16. Dakshina	Mangalore	Karnire	10/1Pl	11.53
			82/25	7.21	Kannada			11/1P2	38.661
			83/3	29.73				15/8A	0.771
			87/2A	1 8.19				15/8B	2.663
			87/2A					15/9A	3.735
			88/2Pl	71.12				15/9B	0.196
			90/1D	1.11				15/10A	4.709
			90/8A	4.90				15/10B	3.074
			90/8B	2.46				15/10C	4.036
			90/8C	10.72				15/11	22.827
			90/10P1	1.86				15/12Pl	31.919
								15/13	3.476
15. Dakshina	Mangalore	Kavatara	3/1	7.78				15/14P1	2.368
Kannada			3/2	15.86				15/16	3.014
			3/3	6.63				16/1	8.685
			3/4	6.52				16/3	14.194
			3/8	13.47				16/4P1	41.694
			3/12	9.81				17/4P1	5.93
			3/13	16.5				17/5	24.662
			4/3	4.23				17/6P1	3.00
			4/4	24.00				17/6P2	8.006
			4/4Pl	30.19				18/3	7.849
			4/7	4.03				18/4	5.778
			4/8	7.63				18/5	1.553
			70/1	17.08				18/12	6.907
			73/11	2.67				13/7P1	34.501
			73/12	4.56				29/10A	18.688
			73/13	14.54				29/14P3	19.468
			73/14	14.47				29/15	7.185
			73/16Pl	4.00				29/16	1.929
			73/16P2	2.58				29/19	0.325
			73/17	9.53				29/22	7.394
			73/18	3.78				29/23	21.215
			74/9	16.16				32/8	0.082
			74/11	0.21				32/9	19.997
			74/13	17.04				32/10	36.595
			74/14	0.24				32/12	4.445
			75/5	48.12				32/11P1	27.127
			77/2	17.02				33/1P1	19.283
			77/3	9.07				33/4	7.076
			77/4	4.37				33/5	31.867
			77/19	23.88				35/10	5.612

1	2	3	4	5	1	2	3	4	5
16. Dakshina Mangalore	Karnire	35/11	2.437		18. Udupi	Karkala	Inna	47/B1A1	77.91
Kannada		35/14A	7.091					113/4	6.76
		35/15	3.703					114/1A1A1	62.316
		35/21P1	11.894					125/1	13
		35/22	14.414					126/pl	32.395
		36/24	9.063					127/2pl	30.367
		36/25	0.194					127/4	12.187
		36/26	4.276					127/5pl	3.163
		36/27	2.932					127/6	2.015
		36/28	0.569					127/7	14.325
		36/29P2	7.896					128/5Pl	5
		36/35	9.533					128/5P2	9
		49/2	8.436					128/5P10	5
		49/6	8.712					128/5P11	4
		49/9	4.168					128/5P12	1.467
		49/10	6.074					128/6Pl	46
		49/12	0.036					128/6P2	7.088
		49/13	10.564					128/7P1	3.384
		49/15	2.245					129/1p1	38.269
		49/16	8.015					129/5pl	18.758
		49/17	10.323					130/13	11
		49/18	9.334					130/14	7.069
		49/19	2.553					130/18	11.483
		50/2C3AP1	48.267					143/3A	39.569
		Total 7.168 Acres						148/1	9.957
								148/2P1	19.407
17. Dakshina Mangalore	Balkunje	5/8	26.78					148/3	17.986
Kannada		5/10P2	40.00					148/4P1	79.835
		6/1	23.54					148/5P2	41.454
		6/2	12.5					148/8P1	26.259
		6/3	1.64					148/9	7.865
		6/13	14.02					152	21.397
		6/14P1	24.63					190/1BP1	20.541
		6/20	31.72					191/1	21.518
		7/1	41.82					233/1	16.741
		7/2	8.56					235/4	15.836
		7/4P1	4.71					235/2	89.165
		7/7	1.09					237/1P1	7.243
		7/8	13.19					237/2	70/734
		68/1-pl	25.65					239/1AP1	51.233
		68/3-pl	26.25					239/1B	7.632
		68/8-pl	51.61					239/2B	57.275
		69/12pl	58.00					239/3	15.416
		69/12P2	31.03					262/1	2.947
		96/0	40.29					262/2	64.665
		Total 4.770 Acres						262/3A	15.875
								262/4	19.677
		Total 11.622 Acres							

1	2	3	4	5	1	2	3	4	5
19.Udupi	Udupi	Nandi Koor	4/20BP-2	18.02	20. Udupi	Udupi	Santoor	65/10	10.977
			7/6P-1	0.68				76/9-P1	2.624
			8/1AP-1	10.58				77/9	15.176
			8/4BP-2	7.19				77/11	3.19
			8/3	16.02				78/4	3.071
			8/4AP-1	0.64				78/5	14.809
			8/1BP-2	12.10				78/8	24.177
			8/5	12.57				78/10	4.93
			8/6	0.72				78/11	10.476
			8/7	1.06				80/2	12.73
			8/8	4.10				80/4	9.56
			13/1	7.80				80/5	3.388
			13/3P1	29.66				80/6	14.461
			13/4AP1	3.86				80/7	3.91
			13/4B4C 10	9.00				80/8	2.74
			13/4CP3	6.51				80/11	6.789
			13/5	19.818				81/2	0.29
			13/6	1.694				81/3	21.315
			13/9	38.696				81/4	11.514
			14/11BP2	0.86				81/5	0.129
			191/1AP1	10.00				81/6	12.947
			191/1BP2	13.00				81/7	5.805
			191/1C2P4	46.00				81/8	0.946
			191/1cp3	23.13				81/9	8.536
			192/1AP1	12.81				82	34.859
			192/1B2P4	26.8				Total	7.546 Acres
			Total	3.333 Acres					
20 Udupi	Udupi	Santoor	22/1P2	1 58.407	21 Udupi	Udupi	Yelluru	8/5	21. 971
			22/7	2.09				8/6	24.802
			47/1A	32.866				8/10	7.224
			47/1B	3.729				8/16	1.884
			47/2	10.091				8/19	45.824
			47/3	6.314				9/1	27.574
			47/4	82.06				9/2	22.102
			48/1	2.688				9/3	13.35
			48/5	61.71				14/3	26.97
			48/6	1.76				14/10	27.985
			63/1	19.686				15/12	17.762
			63/4	27.247				21	39.059
			64/2	7.22				22	30
			64/3	38.929				22/22P1	52.485
			64/9	12.413				23/3-P2	67.036
			64/11B	11.21				23/3P1	6
			64/12B	3.758				112	23.06
			65/1P1	10.74				112/P1	12.30
			65/2	1.625				113/1A	86.786
			65/3	11.962				113/1B	5.405
			65/4	8.703				113/1C1	37.917
								113/1C2	14.026
								118/1P1	56.093
								119/1	36.224

1	2	3	4	5	1	2	3	4	5
21. Udupi	Udupi	Yelluru	119/2A	31	21. Udupi	Udupi	Yelluru	478/5A	3.04
			119/2B	13.561				478/6A1	17.619
			119/5	3.995				478/6B	7.009
			148/1A	27.03				481/3	23.879
			148/1B	51.841				481/5-pl	12.571
			148/2	9.757				486/1	3.59
			149/1A	9.66				486/2	21.015
			149/1A3	91.236				511/1B	16.488
			192	56.82				511/1C	47.701
			193/1A	53.09				511/1D	8.427
			193/2	8.17				Total 20.312 Acres	
			195/2	10.50	22. Udupi	Udupi	Belpu	1/2AP 1	23.429
			195/3A	1.13				3/2A2	36.749
			195/9A	25.31				3/2B	23.701
			195/10A	17.26				4/2	20.725
			196/1	13.03				4/3	31.321
			196/2	3.75				4/4B	18.303
			310/2	34.686				4/5	22.833
			318/17p-1	19.46				4/6B	2.828
			340/1	19.029				4/9	13.861
			365/1	19.321				4/10	8.85
			395/1	3.478				5/8B	9.235
			395/2	51.607				5/9	19.363
			408/1	21.86				6/1	1.627
			408/2	33.6				Total 2.328 Acres	
			408/3A	15.24				9/2A2P2	5.476
			408/3B	5.94	23. Udupi	Udupi	Kalatturu	9/2B3	8.879
			409	20.73				9/2DP2	1 13.561
			413/2B	10.92				32/4AP-5	17.78
			413/2D2	10.73				32/7	2.76
			413/2D3	43.11				32/8	1.212
			467/1	19.179				32/9	6.586
			467/2	40.676				32/14	5.81
			469/1A	7.271				32/15	9.47
			469/2A	27.19				32/16	4.73
			469/4	5.541				32/27	3.556
			469/5	61.133				32/29	17.76
			473/1	35.173				32/30-P1	18.354
			473/3	25.693				32/30-P2	14.59
			474/IP1	57.74				32/30A	9.13
			474/2	7.831				32/31	1.072
			478/1A2	4.187				32/32A-P2	6.056
			478/1B	8.793				32/32B	3.961
			478/2	13.871					
			478/3A	14.929					

1	2	3	4	5	1	2	3	4	5
23. Udupi	Udupi	Kalatturu	32/35	4.644	23. Udupi	Udupi	Kalatturu	95/5A	13.231
			32/38B-p2	16.142				95/5B	1.74
			32/46	10.22				95/6	5.293
			33/1	22.074				112/1	3.733
			35/2B-pl	0.606				112/2B3P-pl	26.255
			35/3	45.744				112/3A	23.743
			39/1P1	0.77				112/3B	4.46
			39/2P1	30.883				112/4DP-1	1.848
			39/5P1	10.819				113/2A3P-3	18.819
			39/10Pl	1.065				113/2B1P-2	25.281
			39/11	10.22				113/2CP-2	30.925
			39/12A	0.289				115/1A1P-1	2.21
			39/12B	3.019				115/1A2P-2	42.488
			39/12C	1.956				115/IBP-1	57.496
			39/13	1.621				115/16AP-1	16.93
			40/1A	2.007				116/2D	15.649
			40/1D	2.418				144/P1	58.871
			40/IE	4.195				148/2AP3	24.07
			40/1F-pl	4.523				148/2BPl	17.494
			40/4A	13				148/3	12.937
			40/8A-p2	7.389				164	12.758
			40/8BP-2	14.019				Total	11.283 Acres
			86/1	6.673	24. Udupi	Udupi	Paduru	94/1A	4.313
			86/8	5.719				104/4P1	2.190
			86/9Pl	28.678				104/20	3.70
			89/4	23.602				104/21	3.903
			89/5	2.077				104/22P1	8.044
			89/6	23.933				104/22P2	4.948
			91/7	18.982				104/24p2	45.645
			91/8	7.916				104/27	19.297
			91/9P1	12.673				104/28	20.048
			92/3	6.641				104/29	15.041
			92/6B	0.658				104/31	5.649
			92/9D	0.977				105	26.767
			92/9EP-1	3.67				140/2P2	42.979
			92/9F	5.977				141/3A	10.596
			92/10	1.535				141/3B-p2	9.170
			92/11A	14.84				142/P1	29.697
			93	35.616				143/1P1	19.434
			94/3	24.674				143/2P1	36.273
			94/5	10.603				144/1P5	8.369
			94/9AP-1	13.236				Total	3.161 Acres
			94/11	0.353					
			94/12-P2	2.68					
			95/2	2					

[F. No.P-25011/1/2009-Sup.]

B. K. DATTA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 293—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टी आई एस सी ओ लिमिटेड, जमशेदपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 51/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-12-2010 को प्राप्त हुआ था।

[सं. एल-26012/23/93-आई आर (एम)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th December, 2010

S.O. 293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 51/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO Limited, Jamshedpur and their workman, which was received by the Central Government on 30-12-2010.

[No. L-26012/23/93-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present:- Shri J. Srivastava, Presiding Officer, C.G.I.T.
cum -Labour Court, Bhubaneswar

Tr. Industrial Dispute Case No. 51/2001

Date of Passing Award 16th November 2010

BETWEEN:

The Management of the Divisional Manager,
(Geological Services), TISCO Ltd.,
Jemshedpur

...1st Party-Management

AND

Their workman Smt. Sarati Majhi,
W/o. Late Rama Majhi,
C/o North Orissa Workers Union,
Rourkela -12

..... 2nd Party-Workman

APPEARANCES

M/s. P.K. Mohanty For the 1st Party-
& Associates, Advocates. Management

None For the 2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour have referred the present industrial dispute existing between the employers in relation to the Management of M/s. TISCO and their workman in respect of the matters specified in the schedule vide their letter No. L-26012/23/93-IR (Misc.) dated 18-01-1999 for adjudication to this Tribunal.

2. The dispute as mentioned under the schedule is as below :—

“Whether the action of the Management of TISCO Ltd. in terminating the services of Late Shri Rama Majhi, P.No. 195563 (now represented by his wife) w.e.f. 1-4-1992 is justified? If not, to what relief is the late workman (represented by his wife) entitled to?”

3. The 2nd Party Smt. Sarati Majhi, legal heir (representative) of the deceased-workman Shri Rama Majhi has filed her statement of claim in which she has stated that Late Rama Majhi originally joined the service under the 1st Party-Management as mazdoor in October 1986. He was transferred to Paradip Port in the month of August, 1992 and after putting in 8 years service he was lastly denied work with effect from 1-4-1992 by the 1st Party-Management without any written order. The deceased workman Shri Rama Majhi raised an industrial dispute before the Assistant Labour Commissioner (Central), Bhubaneswar, but meanwhile he died on 17-5-1993. After the death of Shri Rama Majhi his wife Smt. Sarati Majhi applied to the Central Government to implead her as party in the case and accordingly the present reference was made. The 1st Party-Management did not comply with the provisions of Industrial Disputes Act, 1947 which is unfair, illegal and in violation of natural justice. Therefore, she is entitled to reinstatement in service in place of her deceased husband with full back wages and other benefits.

4. The 1st Party-Management has replied in its written statement that Late Rama Majhi was engaged as a temporary mazdoor in the Geological Prospecting/Drilling jobs for a period of 85 days as per letter dated 13-10-1987. The job was of intermittent nature. After expiry of 85 days his temporary employment came to an end as there was no work. Again in the month of December 1989 Late Rama Majhi was offered temporary engagement as mazdoor for a period of 85 days from 23-12-1989 to 17-3-1990 and after expiry of the said 85 days his temporary employment came to an end. Again on 23-3-1990 he was offered job for a period of 85 days from 26-3-1990 to 18-6-1990. Since his job was over on 2-6-1990 his temporary engagement came to an end on 3-6-1990. Again through a letter dated 10-8-1990 he was offered temporary employment for a period from 14-8-1990 to 31-3-1991. Since his temporary job was over, his engagement came to end on 13-3-1991. Late Rama Majhi was again engaged by letter dated 28-3-1991 for a period

from 1-4-1991 to 31-3-1992 and with the expiry of the above period his engagement came to an end. He was again offered temporary job by letter dated 20-5-1992 for a period of 30 days from 22-5-1992 to 26-6-1992 which came to an end after the expiry of 30 days. Therefore, it is wrong to allege that the services of late Rama Majhi were terminated with effect from 1-4-1992. Late Rama Majhi died on 17-5-1993. Therefore, the reference has become infructuous. The services of Late Rama Majhi were never terminated, rather it came to an end automatically as per terms of the contract of engagement. The terms of the offer letters clearly stipulated that his services were required for a particular project and as soon as the project will be over, his services would come to an end. Even at times when the project was completed/suspended earlier, then the duration of the temporary engagement offered to Late Rama Majhi got reduced. It is denied that Late Rama Majhi was engaged by the 1st Party-Management in October 1986 and he was transferred to Paradip Port in the month of August, 1992. The present case squarely falls within the ambit of Section 2(oo)(bb) of the I.D. Act and there cannot be any justifiable grievance of the 2nd Party on the score of alleged termination of service of Late Rama Majhi. The reliefs sought for at Para-7 are legally not available to Smt. Sarati Majhi and her contention that she is able to do the job of mazdoor is of no consequence to her.

5. Following issues were framed on the pleadings of the parties :—

ISSUES

1. Whether Shri B.S. Pati has locus-standi to represent the case of the 2nd Party?
2. Whether the reference is maintainable?
3. Whether the action of the Management in terminating the services of the workman with effect from 1-4-1992 is justified?
4. If not, to what relief is the Late workman (represented by his wife) entitled to ?

6. The case proceeded ex parte against the 1st Party-Management because of its repeated absence.

7. The 2nd Party Smt. Sarati Majhi, wife of the deceased workman Late Rama Majhi has filed her sworn affidavit and seven documents in the shape of xerox copies which have been exhibited from Ext. -1 to Ext. -7 in support of her case.

8. The 1st Party-Management have not filed any evidence either oral or documentary.

FINDINGS

ISSUE NO.1

9. The 1st Party-Management has challenged the locus standi of Shri B.S. Pati, General Secretary, North Orissa Workers Union, Rourkela to represent Smt. Sarati Majhi, wife of the deceased-workman in this case. A petition dated 1-3-2000 in this behalf was moved by the 1st Party-

Management on which this issue was framed, but later, as it seems on perusal of the order sheet dated 26-7-2001 that the 1st Party-Management has not pressed the above petition. Hence it was rejected by this Tribunal as not pressed. It is further revealed that Shri B.S. Pati has moved a petition on 12-2-2009 for withdrawal of his authorization. Therefore challenge to the locus standi of Shri B.S. Pati to represent the 2nd Party in this case has become redundant and there remains neither any dispute in this regard nor Shri B.S. Pati is now representing the case on behalf of the 2nd Party. This issue is decided accordingly.

ISSUE NO.2

10. This issue relates to the maintainability of the reference. The present reference has been brought out by the wife of the deceased workman Late Rama Majhi who raised the dispute before the Asstt. Labour Commissioner (Central) Bhubaneswar during his life time, but on his death the matter was pursued by his wife. In this reference the dispute is with regard to the justification of action of the Management of TISCO Limited in terminating the services of Late Shri Rama Majhi with effect from 1-4-1992. This question can be looked into by this Tribunal and if his termination is found unjustified the 2nd Party Smt. Sarati Majhi will certainly be entitled to certain relief except the reinstatement of the 2nd Party in place of Late Rama Majhi. The 1st Party-Management has not been successful in establishing that the reference in the present form is not maintainable. As such it is held that the reference is maintainable. This issue is decided in affirmative and in favour of the 2nd Party.

ISSUE NO.3

11. The 2nd Party Smt. Sarati Majhi has filed her sworn affidavit along with seven documents in support of her case. She has stated that Late Rama Majhi joined the services in TISCO, Jamshedpur as a Mazdoor in October 1986 and was engaged in Geological Prospecting/Drilling job. He worked for more than 240 days in all the calendar years from 1986 to 1992, but all of a sudden he was denied employment from 1-4-1992 without any reason. He raised the industrial dispute before the Asstt. Labour Commissioner (Central), Bhubaneswar on 29-3-1993 which was admitted, but ended in failure. Thereafter the dispute was referred to Industrial Tribunal, Bhubaneswar for adjudication by the Government of India. Her husband died on 17-5-1993 during pendency of the dispute. She applied to the Central Government to implead her as a party in the dispute. The Government of India pleased to refer the dispute as to whether she is entitled to reinstatement with full back wages and other service benefits. She has also filed three letters of engagement of Late Rama Majhi Ext. -1 to Ext. -3 which relate to the period from 17-10-1988 to 9-1-1989, 17-1-1989 to 11-4-1989 and 19-4-1989 to 12-7-1989 respectively. She has also filed three documents of payment of bonus for the years ending 31-3-1989,

31-3-1991 and 31-3-1992, Ext.-4 to Ext. -6 which show that bonus was paid to late Shri Rama Majhi for the aforesaid years. Ext.-7 is the xerox copy of the letter dated 21-9-1992 written by Rama Majhi to the appropriate authority of TISCO for reinstatement of his services. The 1st Party-Management has not filed any evidence or document in contradiction to the sworn affidavit of Smt. Sarati Majhi and the documents referred to above. The 1st Party-Management, instead has admitted in Para-6 of its written statement that late Rama Majhi was firstly engaged for a period of 85 days vide letter dated 13-10-1987 and with break of certain days, he was engaged from 23-12-1989 to 17-3-1990, 26-3-1990 to 18-6-1990, 14-8-1990 to 31-3-1991, 1-4-1991 to 31-3-1992 and 22-5-1992 to 22-6-1992. The specific case of the 2nd Party is that the services of late Rama Majhi were terminated with effect from 1-4-1992. Therefore the burden lies on the 1st Party-Management to establish that Late Rama Majhi was offered employment after 1-4-1992 from 22-5-1992 to 22-6-1992. This burden has not been successfully discharged by the 1st Party-Management. Hence it is to be taken as true that the services of Late Rama Majhi were terminated with effect from 1-4-1992. As per admission of the 1st Party-Management late Rama Majhi was engaged for a period from 1-4-1991 to 31-3-1992. In this way late Rama Majhi had lastly rendered continuous service for a period of more than 240 days. Therefore, he comes under the definition of retrenched workman and the 2nd Party is entitled to the benefit of provisions of Section 25-F of the Industrial Disputes Act. Since the services of late Rama Majhi were for a fixed term and temporary in nature, he cannot claim re-employment or reinstatement in service. Therefore the action of the Management in terminating the services of late Shri Rama Majhi with effect from 1-4-1992 is held justified, but since he has rendered continuous services for more than 240 days in the last 12 months from the date of cessation of his job, he or his successor is entitled to the retrenchment benefit. This Issue is decided accordingly.

ISSUE NO.4

12. Since the action of the Management of TISCO in terminating the services of late Rama Majhi with effect from 1-4-1992 is well and justified the 2nd Party Smt. Sarati Majhi is not entitled to be absorbed or reinstated in the post which was held by her husband Late Rama Majhi prior to 1-4-1992. The relief of reinstatement can only be granted to the person who had held that post, not to any one else. Therefore the 2nd Party is only entitled to claim retrenchment benefits under the provisions of Section 25-F of the Industrial Disputes Act. It has not been stated by the 1st Party-Management that prior to cessation of employment of late Rama Majhi with effect from 1-4-1992 he was given one month's notice in writing. Therefore the 2nd Party shall receive one month's wages in lieu of notice and compensation equivalent to 15 days regular pay for every completed year of continuous service or any part

thereof in excess of six months. This issue is decided accordingly.

13. The 2nd Party Smt. Sarati Majhi is therefore entitled to the relief as per findings of Issue No. 4. The 1st Party-Management shall comply with the order within two months of the publication of the award.

14. Award is passed accordingly.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 294— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत इण्डस्ट्रीयल सिक्योरिटी सर्विस, सिकन्दराबाद कान्ट्रैक्टर गैस ऑथोरिटी इन्डिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 90/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-12-2010 को प्राप्त हुआ था।

[सं. एल-30011/8/2004-आई आर (एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

S.O. 294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 90/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Industrial Security Services Secunderabad [Contractor of GAIL (India) Ltd. Rajahmundry] and their workmen, which was received by the Central Government on 30-12-2010.

[No. L-30011/8/2004-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:- SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 28th day of September, 2010

INDUSTRIAL DISPUTE No. 90/2004

Between:

The General Secretary,
GAIL (KG) Basin Security Services
Employees Union, D. No. 80-19-8,
Gopalnagar, Rajahmundry-533103

...Petitioner

AND

1. The Deputy General Manager (HR),
M/s. GAIL (India) Ltd., Jetty Avenue,
Danavaipeta, Rajahmundry- 533103.
2. The Proprietor,
M/s. Bharat Industrial Security Services, 199,
1st floor, Sikh Road, Vikh Vill. Near Diamond
Point, Secunderbad- 500 009.Respondents

APPEARANCES:

For the Petitioner : Sri Meesala Satyanarayana,
Authorised Representative.

For the Respondent : Sri Narendra Kumar,
Authorised Representative for R2.

AWARD

This petition has been registered on the basis of reference received from Government of India, Ministry of Labour by its order No. L-30011/8/2004-IR (M) dated 18-6-2004 to resolve the dispute under section 10(1) (d) of the I.D. Act, 1947 between the workman ex. security guards and management i.e., Contractor M/s. Bharat Industrial Security Services, Secunderabad and their workman. The terms of reference is under :

SCHEDULE

“Whether the termination of services of S/Shri Ch. V. Prasad and 11 others (as per list), Ex-Security Guards w.e.f. 1-11-2003 by the contractor M/s. Bharat Industrial Security Services, Secunderabad working in M/s. GAIL (India) Ltd., Rajahmundry as alleged GAIL (K.G Basin) Security Services Employees Union, Rajahmundry is legal and/or justified? If not, to what relief the concerned workmen are entitled?”

The reference is numbered in this Tribunal as I.D. No. 90/2004 and notices were issued to the parties.

2. Upon receipt of the notice the workman has filed claim statement wherein it is stated that GAIL (K.G. Basin) Security Services Employees Union, is a registered trade union which is espousing the cause of the workman employed in GAIL as security guards whose names and tenure and place of posting has been detailed in para 2 of the claim statement. It has been further averred that the management is principal employer appointing contract agencies from time to time for providing the services of security guards. The workman of this case were interviewed by the management through the Executive Officer and management No. 2 were appointed by management No. 1 for time being. Management No. 1 as principal employer by assigning contractor regarding security services were responsible regarding payment of monthly salaries, deduction of Provident Fund as per norms and rules. Entire supervision and control and discipline amongst the security guards were performed by management No. 1. Management No. 1 changed the terms of the contract through the

agreement regarding security services employees, however, the workman in dispute continued their services even after the change of contractor. It has further been stated that regarding the Petitioner workman of this case, no prime conditions were prevailed that only pensioner ex-servicemen are eligible for this services. There are persons belonging to ex-servicemen category and civilians recruited as security guards. Both the type of security personnel were sincerely sorted out their responsibilities and they followed the discipline of the organization. However, in the month of October, 2003, the management No. 2 served one month retrenchment notice to the Petitioner of this case stating therein that as per contract agreement conditions signed with management No. 1 only, ex-servicemen shall be continued as security guard with management No. 1, basing on this condition, the Petitioner were stopped from working by the management No. 1 from 1-11-2003.

3. The Petitioner workmen requested the management that they have crossed their ages, they are not in a position to get alternative employment. The nature of job they are performing is purely of non-technical nature and they have gained sufficient experience through all these years, thus, there is no need to retrench them. It was also appraised that in future recruitment only ex-servicemen could be appointed in security services.

4. The management did not pay any heed to the request of the Petitioner and due to arbitrary decision of the management the workmen in dispute along with their family were drawn on roads and the families are suffering a lot and their livelihood had been curtailed. It has been further alleged that the issue has been raised before Assistant Labour Commissioner (C) within a notice period. Assistant Labour Commissioner (C) Visakhapatnam advised the management to withdraw the retrenchment notice and allow the Petitioner to continue in the service, however, the management did not come to a amicable settlement and the matter was referred to the government. It has been alleged that the action of the management is illegal, unlawful and arbitrary. It is violative of principles of natural justice. Therefore, the Petitioner workmen had requested this tribunal for their reinstatement in the service with continuation of the service and for making order for payment of the wages.

5. Respondent management No. 1 has filed counter statement which is independent counter statement. Wherein it is stated that the company is a contract agency sponsored by Director General of Resettlement, Ministry of Defence who is required to deploy 100% ex-servicemen as security guard under their contract with management No. 1 i. e., Gas Authority of India Ltd., (K.G. Basin), Rajahmundry. The Management No. 2 has entered into contract as Director General of Resettlement sponsored contract agency and said contract has come into effect from 1-1-2003, in the said contract, the conditions stipulated

is that management No. 2 will deploy 100% Ex-servicemen to meet the demand of security services required by management No. 1. Ex-servicemen means retired personnel of the armed forces qualifying for the status of Ex-servicemen. The definition of Ex-servicemen as per Director General of Resettlement is that any person who has served in army/Navy/Air Force for a pensionable service period are fulfilled, laid down criteria for earning his pension are considered as Ex-servicemen. It is further stated as per agreement management No. 2 have to deploy 100% Ex-servicemen as security guards to discharge its contractual obligation, any breach of contract will lead to termination of contract. In order to fulfill the condition of contract the management has no other option but to remove civilian security guards and deploy Ex-servicemen in their place. The management has indentified 12 civilian security guards who did not posses qualifying service as non-pensioners category thereby management No. 2 has removed them from service by giving one month's notice and further giving alternative employment in the sister concern of the management No. 2 but the Petitioner security guards did not respond, thus, they denied the offer of the management No. 2. Thus, the management No. 2 was forced to remove the 12 security guards w.e.f. 1-11-2003 and their amount has been settled. The pay package of the security gurards was being paid regularly inclusive of terminal benefits, hence, no service benefit need to be paid to them. Their services were governed by rules and provison of contract labour act and the provision of Industrial Disputes Act, 1947 will not attract. The condition of the contract had come into effect from 1-1-2003 through a letter addressed to the management No. 2 requesting to deploy Ex-servicemen in place of 12 security guards. The GAIL further demanded to deploy 100% Ex. service personnel, the management No. 2 was not award as to whether these 12 civilian security guards had been working prior to 1-1-2003. Except to hear from them that they have been working for GAIL under provisions of contract agencies. But this management has appointed them from 1-1-2003. The management No.1 is not involved in appointment or engagement of these 12 security guards in the contract service of management No. 2. The Petitioner security guards were engaged by management No. 2 only and they were employed for a specific period of the contract and their services were liable to be come to an end on the termination of the contract. As such, their claim is unsustainable in the eye of law.

6. Management No. 1 is of the firm conviction in view of the present security threats in and around GAIL installation they wanted to revamp its security terms by successfully deploying ESM Personnel. They felt that removal of civilian guards is essential and inevitable to attend its organizational goal. That was the main reason that management No. 2 was forced to remove the civilian guards to engage Ex-servicemen. It has further been

contended that as per terms of the contract administration, discipline, payment of wages, distribution of uniforms, taking of disciplinary action and supervisory work etc., which is the subject matter of the contracting agency, that is management No. 2. It has further been stated that the management No. 2 has given notice as well as alternative employment to the Petitioner workmen but they have not availing this opportunity for the reasons best known to them. They are not entitled for reinstatement and they are not entitled for any relief and their claim petition be dismissed.

7. No documents have been filed. Rejoinder counter statement reiterating their earlier stand has been filed.

8. Management No. 1 has also filed their counter statement challenging therein that there is no master and servant relationship between claimant and the GAIL. It has been alleged that claimants are the employees of security agency and the said security agency is registered under Contract Labour Act and has taken license for providing security services. The job performed by the Petitioner's are not prohibited under Sec. 10 of the Contract. The Petitioner workmen were working under the supervision and control of the security agency who have been making their attendance, issuing instructions to each of them from time to time and making all sorts of payment to them. GAIL has nothing to do with these things. The agency has private service through a written contract. The GAIL is a public sector undertaking is subject to various instructions from department of Government of India and demands of public enterprises, Ministry of Heavy Industries and Public Sector Enterprises is competent authority to issue guide lines. The department of Public Enterprises in one of its guidelines has advised all the public sector undertakings to avail the services of Director General of Resettlement sponsored agencies which deploy only Ex-Servicemen. The same was subsequently reiterated by DPE in its guidelines dated 1-2-1999.

9. GAIL Installations are of highly sensitive nature and an industry of great importance to the nation with a view to protect the plant from any insurgent and subversive activity and for the purposes of security and safety point of view specialized agencies with competent staff with specialized training and experiences are required to be deployed. There is no relationship of master and servant between the Petitioner of this case and agency of the GAIL and no relief could be granted against the GAIL. It has been stated that union has no locus standi to file the petition. The GAIL has further raised the same objections which the management has given through written statement. They have further reiterated that GAIL being a public sector undertaking is bound to follow government instructions with regard to rehabilitation of Ex-servicemen issued by Director General of Resettlement as per clause 2 (II) of the agreement entered into between the GAIL and management No. 2 "all personnel to be deployed by the

management No. 2 should fall within the category of Ex-servicemen under medical category A and the Exemplary character, who have served in the Army/Navy/Air Force and have unblemished of the service and are not above the age of 45 years besides being physically and medically fit. In case the security care takers of age below 45 years are not available, the contractor will be permitted to deploy security guards within the age of 58 years in line with DGR guidelines.” The said agreement does not stipulate any condition/for engagement of civilian security guards.

10. It has further been alleged that GAIL has neither any knowledge nor any scope about the personnel engaged by the security agencies and the experiences gained by those workmen. The contention of the workmen that they have strictly following the organizational discipline, GAIL does not have any knowledge about the discipline being maintained by the security guards in their organization. Management No. 2 being their employer was controlling and supervising its security guards and they were responsible to maintain discipline in the organization and taking corrective actions including initiative of disciplinary action in event of any disciplinary action, thus information can be available from the Management No. 2. It has further been alleged that the GAIL’s terminals are situated at different places are vulnerable to attack and areas whose installation or set up are considered soft target by extremist/hostile elements. Protection of these installations is very vital and any disruptions may put the company standstill. Thus, the security of these installations calls for specialized competencies and skills. The specialized competencies can not be acquired through experience only. Ex-servicemen are specialized and acquired requisite skill while working in the defence services are better equipped because of acquisition of job training and their long experience in the defence services. They can certainly handle the security related problems more effectively than the civilian security guards.

11. The Respondent No. 1 has already reiterated that retrenchment notices has been given by Management No. 2 and alternative employment has also been offered by the Management No. 2 which workman has not accepted and they have resorted to agitational path by way of hunger strike/fast unto death in front of the gate of GAIL at Rajahmundry. Hence, they does not deserve any sympathy or leniency. The petition is devoid of any merit and deserves to be dismissed.

12. Both the parties have filed their evidence. Respondent No. 1 has filed letter dated 14-6-2002 regarding sponsorship of security agency addressed to the Director, Employment, Director General of Resettlement, xerox copy of letter dated 25-7-2002 addressed to Mr. T. R. K. Murthy, Chief Manager (HR), GAIL regarding sponsorship for security and allied services.

13. The workman has filed affidavit of Sri Karri Sankar Kumar, along with xerox copy of certificate of registration of trade union, Ex. W1, name of the members of GAIL

security services employees union dated 5-11-2000 Ex. W2, original I- card of Maheswari Security Services issued by Command Security Services and Sainik Synergic Power and Bharat Industrial Security Services. Bharat Industrial Security Services (an Ex-servicemen enterprises) notice of termination addressed to K. Sanakar Kumar dated 30-9-2003 Ex. W7, xerox copy of guidelines for functioning of security agencies Ex. W8, xerox copy of a Sainik Synergic Power letter dated January, 2001 addressed to Ch. V. Prasad Ex. W9. Xerox copy of the letter dated 25-9-2003 on the letter head of National Ex-Servicemen Co-ordination Committee addressed to DGM (HRD) GAIL, (2) Mr. Raju Chairman and Managing Director, M/s. Bharat Industrial Security Services Ex. W10 and copy of the request for withdrawal of termination notice Ex. W11 given by all the 12 Petitioners.

14. Sri K. Sankar Kumar has filed affidavit and produced himself for cross-examination and he has been cross-examination at length.

15. Sri M. Kondaiah, Manager HR, GAIL India has filed his affidavit as his examination in chief and has produced himself for cross-examination.

16. Management No. 2 has filed affidavit of Retired Lt. Col. S. S. N. Raju, proprietor of M/s. Bharat Industrial Security Service, Secunderabad. In support of his counter statement he has filed bio-data of 12 Petitioners of this case, 12 appointment orders regarding Petitioners of this case, letter of GAIL No. GAIL/KGB/RJY/SEC. 2003/7395 dt. 27-1-2003 and termination notice dated 30-9-2003. He has produced himself for cross-examination and has been cross-examined by the opposite party.

17. All the three parties have filed their written arguments and have made oral submissions also.

18. Learned Counsel for the workmen has argued that it is undisputed fact that Petitioner workmen of this case were employed by M/s. Bharat Industrial Security Service and they were deployed for security and safety of GAIL. He has further argued that it is also undisputed fact that the workmen of this case were retrenched w.e.f. 1-11-2003 and it is also undisputed fact that one month notice was given to the Petitioners but the manner in which the Petitioners were employed itself is against the principles of Industrial Disputes Act, 1947. He has argued that the work for which the Petitioners were employed is of perennial nature for which regular personnel should have been appointed and made permanent employees of GAIL. The management No. 1 has resorted to unfair labour practice by deploying the contract security services personnel for perennial nature job and thus it is violative of principles of Industrial Disputes Act, 1947. Moreover, no retrenchment compensation was given, gratuity to the Petitioners have also not been given after the termination of the services and the non-payment of gratuity along with the monthly wages is unfair labour practice and is against the principles

of Payment of Wages Act. Learned Counsel for the Petitioner has placed reliance on the case law of 1999 (1) CLR 959 in the matter between Haryana State Electricity Board Vs. Suresh and others etc., wherein the Hon'ble Supreme Court laid down that the “so-called contract system was mere camouflage, smoke and screen and disguised in almost a transparent veil which could easily be pierced and the real contract relationship between the principal employer on the one hand, and employees on the other, could be clearly visualized.” He has argued that the issue of contract labour and providing employment on basis of contract employment is sham and camouflage system of employment with a view to deprive the workman from regularization and absorption in the service.

19. Against this argument of Learned Counsel for the Petitioner workman, Learned Counsel for the Respondent No. 2 Bharat Industrial Security Service has argued that there was no prohibition of contract labour nor any notification has been issued by the government to prohibit contract labour, the workmen of the present case were employed by Respondent No. 2 on a demand being made from the Respondent No.1 for deployment of 12 security guards who were of ex. servicemen cadre. The Petitioner of this case were deployed on the basis of the agreement entered into between Respondent No. 1 and 2 wherein the terms of contract was that of personnel to be deployed by management No. 2 should fall within the category of ex. Servicemen under medical category A and of exemplary character who have served in the Army/Navy/ Air Force and have unblemished record of service and are not above the age of 45 years besides being physically and medically fit. Though the management No. 2 entered into contract on the above terms but had deployed civilian security guards, when Respondent No. 1 insisted to provide only ex. Servicemen security guard for the deployment in their organization and indicated that non-providing of ex. Servicemen cadre security guard amounts to infringement of the terms of the contract which may terminate the contract, the services of the Petitioners who are not ex.servicemen was withdrawn from the GAIL they were further given option to take alternative employment under the organization of Respondent No. 2 either at Hyderabad or at Secunderabad.

20. The Petitioner workmen were engaged for deployment in the GAIL Security Services on the basis of the contract entered into between the Management No. 1 and 2 and the main term of the contract was stipulated that person deployed should be an ex. servicemen, the Petitioners being not ex. servicemen were retrenched after giving notice and alternative employment as such, no illegality has been committed. They have relied on case law reported in 2001(91) FLR page 182 between Steel Authority of India and National Union Wager Front Workers and others and another judgment of Hon'ble Supreme Court in Civil Appeal No 4263/2006, Steel Authority of India vs. Union of India and another delivered by Hon'ble Justice S.B. Singh & Dalveer Bhandari, a xerox copy has

been filed before this tribunal. In another case C.A. No. 1351-53 of 2002 in the matter of workers of Nilgiri Coop. Mkt. Society Ltd., Vs. State of Tamil Nadu and others, delivered by Hon'ble Justice Y. K. Sabharwal & S. B. Sinha on 5-2-2004. The Respondent has further relief on the case law reported in 2001 (88) FLR page 850 of Kolkatta High Court in the matter of Indian Oil Corporation Maintenance Contractor's Workers' Union and others, wherein it has been held by Hon'ble Kolkatta High Court that, “under Sec. 10 and 21 of the Contract Labour Act- contract labourers- once have entered into tripartite settlement - The same is binding upon them -They are now estopped and precluded from contending that they are the direct employees of principal employer.” It is further held that “ even in the case where the job of contract labour is of perennial nature there is no automatic absorption.” On the basis of these pronouncements of Hon'ble Supreme Court and the Hon'ble High Courts Learned Counsel for the management has contended that he employees have been appointed on the basis of the contract as such, they can not challenge the basis of their entrance in the service and they can not claim direct relationship with the management No. 1. There was no direct relation of master and servant between Respondent No. 1 and the Petitioners. Petitioners were employed by the Respondent No. 2 on the basis of an agreement entered into between Respondent No. 2 and No. 1, the basis of which was to supply or provide the security services through ex. service personnel of the Army/ Navy/Air Force. Since Respondent No. 2 has not provided ex. Service personnel there was apprehension of the termination of the contract if the services of the present Petitioners were continued with GAIL as such, to save the very basis of the contract, the services of these persons were retrenched with alternative job which they have refused to accept, as such, the contention of Learned Counsel for the workmen that the security services job is perennial in nature and a sham contract transaction has been entered into between Respondent No. 1 and No. 2 hence, the termination of employment is unfair labour practice, is contrary to the facts in light of the above cited pronouncements of the Hon'ble Supreme Court and has no binding effect in the present case and the workmen of this case are not liable to get any benefit on the ground of the alleged perennial nature of the work.

21. He has further argued that the term of reference is that “ whether the termination of services of S/Shri Ch. V. Prasad and 11 others (as per list), ex-Security Guards w.e.f. 1-11-2003 by the contractor M/s. Bharat Industrial Security Services, Secunderabad working in M/s. GAIL (India) Ltd., Rajahmundry as alleged GAIL (K.G.Basin) Security Services Employees Union, Rajahmundry is legal and/or justifiable? The term of the reference and question for determination of this tribunal is very limited as to whether the termination of the services on 1-11-2003 by Respondent No. 2 is legal and justifiable or not?”

22. This tribunal has to consider,

- (I) Whether the termination of services of S/Shri Ch. V. Prasad and 11 others (as per list), ex. Security Guards w.e.f. 1-11-2003 by the contractor M/s. Bharat Industrial Security Services, Secunderabad working in M/s. GAIL (India) Ltd., Rajahmundry as alleged GAIL (K.G. Basin) Security Services Employees Union, Rajahmundry is legal and/or justified?
- (II) If not, to what relief concerned union workmen are entitled to?"

23. Point No. (I): It is undisputed fact that Petitioners S/Shri Ch. V. Prasad and 11 others of this case were appointed by Bharat Industrial Security Services, Secunderabad to work as security guards in GAIL India Ltd., K.G. Basin, Rajahmundry. It is also undisputed fact that their services were terminated on 1-11-2003. Through the Petitioner has not stated in so many words that they were employed on the basis of the contract between Respondent No. 1 and No. 2, the Petitioners themselves have stated in guarded language that management No. 1 is principal employer and from time to time the contract agencies will be appointing or dealing with security guards. In para 4 of the claim statement it has been alleged that the management No. 1 is contractor for security services of GAIL K.G. Basin area, Rajahmundry appointed by management No. 1 for time being. In para 6 of the claim statement they have alleged that on instruction of management No. 1 the workman in dispute were recruited as security guards under different contractors or contract agencies and posted in different places of GAIL. Presently these security guards brought to the control of management No. 2. This prove that the Petitioner workmen have contended that the payment of wages are being made and being controlled by Management No. 2 and these workmen were working under other contract agencies or contractors prior to working under management No. 2. Not only that in para 10 of their claim statement the Petitioner workmen have stated that in the month of October, 2003 the management No. 2 have given one month's notice to the above listed workmen stating that as per the contract agreement signed with the management No. 1 only ex. Servicemen shall be continued as security guards. Basing on this condition, the 12 workmen listed above were stopped by Management No. 2 from 1-11-2003. This prove that the services were terminated after giving one month notice. The said notice has been filed by the workmen as Ex. W7/1 wherein in para 3 of the said notice it has been mentioned "keeping the above in view, a one month notice is hereby given to you in order to secure employment elsewhere. It is also to inform you that the undersigned is prepared to provide employment to you in one of the sister organizations at Hyderabad/Secunderabad. The order of termination will come into effect after completion of 30 days from the date of receipt of this letter by you." This letter is dated 30-9-2003. The content of Ex. W7/1 prove that Bharat Industrial Security Services have given one month prior

notice with an option to provide employment in their own sister organization, but the Petitioner workmen has not mentioned in their claim statement that they were provided with the alternative employment and they have refused to accept the alternative employment. This shows that the workmen of this case were reluctant to accept the alternative employment offered by the Respondent No. 2.

24. The Petitioner workmen have filed the list of persons working in the GAIL Security Service Employees Union i.e. Ex. W2. The workmen Sri K. Sankar Kumar, of the present case has filed identity card issued by Maheshwari Security Services, date of issue is 1-4-1995, another identity card of Commando Security Services issued to Sri K. Sankar Kumar place of duty being K.G. Basin as care taker. When this copy was issued is not mentioned. He has further field ID card issued by Sainik Synergic Power as security caretaker. The last identity card is that of Bharat Industrial Security Services. This prove that the workmen has been working under the different security agencies from time to time as contract worker. They have not filed any proof that they were employed only by the Bharat Industrial Security Services from the very beginning as is being claimed in claim statement. They were given notice wherein the term of contract was also mentioned and alternative employment under the terms of the contract the Bharat Industrial Security Services has agreed to provide the services of only ex. servicemen to the Respondent No. 1 but the Respondent No. 2 in utter disregard of the term of the contract has provided the services of the security guards which has not been accepted by the management of the Respondent No. 1. The Respondent No. 2 has no other option but to ask the Petitioner workmen to search for another alternative employment or agree to accept the alternative employment offered by the Respondent No. 2. No unfair labour practice has been done in the present case because, the services of the Petitioner was not terminated all of a sudden. They were given one month notice with alternative offer of employment, as such, it can not be said that the contractor Bharat Industrial Security Services has committed any illegality or its action is unjustified. The action of M/s. Bharat Industrial Security Services, Secunderabad is legal and justified as they have given notice as well as alternative employment.

25. Though it has not been referred to this tribunal for adjudicating whether the transaction is sham or actual or not since it has been raised by the Learned Counsel for the workman during course of the argument that being the job of perennial nature, action of employing contract labour is unjustified and violative of principles of Industrial Disputes Act, 1947, the statement of the workman Sri K. Sankar Kumar is relevant. In his cross examination he has stated that the workmen were working for about 10 months at Respondent No. 2's organization, though they were offered alternative employment in his sister organization but the salary they were offering was too low to accept it. This material fact has not been disclosed in the claim statement. He has stated that he does not know that

sponsored agency will be work on contract upto 4 years and that period will not exceed. The witness Sri K. Sankar Kumar has further accepted that the Respondent No. 2 used to give pay slip giving the details of deductions towards PF and ESI etc. The pay slip shows inclusion of payment of gratuity and other benefits. No where in the statement he has alleged that Respondent No.1 has ever employed or interviewed these persons for their deployment as security guards. He has further stated that he used to work under different security agencies. He has further accepted that he has filed an application for recruitment before Respondent No. 2 with his bio-data in printed form supplied by Respondent No.2. This prove that all the Petitioner of this case were fully aware that they are being employed by Respondent No. 2, they applied for the appointment before organization of Respondent No. 2, thus, the contention of Learned Counsel for the Petitioner union that the action of employment of contract labour is a sham and violation of principles of Industrial Disputes Act, 1947 is uncalled for, it has go no force because the Respondent No.1 has not taken any step to recruit these persons in their organization since there was agreement between the Respondent No.1 and No. 2 and Respondent No.1 requested Respondent No.2 to provide security guards with specific qualification and standard that they should be Ex-Servicemen retired from Army/ Navy/Air Force then it can not be said that the job of security guard was perennial in nature and appointment of the contract labour is violative of principles of natural justice or unfair labour practice has been committed by Respondent No.1.

26. To sum up from the above discussion, this tribunal is of the opinion that the Petitioner workmen of this case were employed by Respondent No. 2 on the basis of a contract entered into between Respondent no. 1 and Respondent No. 2 for providing security guard ie., EX-servicemen category and the workmen of this case were not ex-servicemen as such, they were withdrawn from the GAIL, notice was given to them to seek alternative employment within one month and also alternative employment by the Respondent No. 2 in their own sister organization which the workmen has not accepted as such, the action of M/s. Bharat Industrial Security Services in terminating the services of present 12 Petitioners is legal and justified. Point No. (I) is decided accordingly.

27. Point No.(II): It has been concluded that the action of the Management No. 2 in terminating the services of the workmen of this case is legal and justified. One month prior notice was given to the workmen to seek alternative employment or to accept the alternative offer of employment given by the management of Respondent No. 2, the Petitioners have not accepted the same as such, they are not entitled through this claim petition and the petition deserves to be dismissed. Point No. (II) is decided accordingly.

28. The reference is decided as such and hence, the action of the management of Bharat Industrial Security Services is held to be legal and justified and workmen are not entitled for any relief.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 28th day of September, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

**Witnesses examined for
the Petitioner**

WWI: Sri K. Sankar Prasad MWI: Sri Mohan Kondaiah
MW2: Sri S. S. N. Raju

Documents marked for the Petitioner

Ex.WI: Copy of registration certificate of trade union

Ex.W2: Copy of list of workmen of GAIL Security Service Employees Union

Ex.W3: Copy of ID card of Mr. K. Shankar Kumar by
Maheshwari Security Services

Ex.W4: Copy of ID card of Mr. K. Shankar Kumar by Commando Security Services

Ex.W5: Copy of ID card of Mr. K. Shankar Kumar by Sainik Synergic Power Security Services

Ex.W6: Copy of ID card of Mr. K. Shankar Kumar by Bharat Industrial Security Services

Ex.W7/1: Copy of notice of termination of Mr K. Shankar Kumar by Bharat Industrial Security Services

Ex.W8: Copy of guidelines for functioning of security agencies

Ex.W9: Copy of circular issued by Sainik Synergic Power

Ex.W10: Copy of representation of Petitioners through
National Ex-servicemen Co-ordination Committee

to RI and R2 jointly dt. 25-9-2003
Ex.W11: Copy of representation of Petitioners through
National Ex-servicemen Co-ordination Committee
to RI and R2 jointly dt. 28-10-2002

Ex.WI2: Copy of Form -XVII Register of wages dated
August, 2003

Documents marked for the Respondent

Ex.M1: Copies of applications of 12 Petitioners (Bunch)

Ex.M2: Copies of appointment orders (Bunch)

Ex.M3: Copy of Lr. No. GAIL/KGB/RJY/SEC/2003/7395
Dt. 27-1-2003

Ex.M4: Copy of termination order dt. 30-9-2003

नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री पी. सत्यानारायण, ठेकेदार हिन्दुतान पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 89/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-12-2010 को प्राप्त हुआ था।

[सं. एल-30011/32/2003-आई आर (एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

S.O. 295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 89/2003) of the Central Government Industrial Tribunal/Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL Visakhapatnam HPCL Mahurapudi Shri P Satyanarayana, Contractor and their workmen, which was received by the Central Government on 30-12-2010.

[No. L-30011/32/2003-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT : SHIR VED PRAKASH GAUR, Presiding Officer

Dated the 30th day of September, 2010

INDUSTRIAL DISPUTE No. 89/2003

BETWEEN:

The President,
Public Sector Undertaking (Government of India)
Contract & Casual Workers' Union,
Burugupudi-533 292, Korukonda Mandalam,
East Godavari District.

....Petitioner

AND

1. The Chief General Manager,
HPCL, Visakha Refinery, P.B.No.15, Malkapuram,
Visakhapatnam -530011.
2. The Station Incharge, Refuelling Station,
Hindustan Petroleum Corp., Ltd., Madhurapudi,
East Godavari Dist.
3. Sri P. Satyanarayana,
Contractor,
Madhurapudi Airport Area,
Korukonda Mandalam,
Madhurapudi, East Godavari District

....Respondents

APPEARANCES:

For the Petitioner : M/s. K.Annapurna Reddy & S. Nanda, Advocates

For the Respondent : Sri Dr. P. B. Vijay Kumar, Advocate

AWARD

This reference is received from Government of India, Ministry of Labour by its order No. L-3011/32/2003-IR(Misc) dated 1-1-2004 under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Hindustan Petroleum Corporation Limited and their workman. The term of reference is as under:

SCHEDULE

“Whether M/s. Hindustan Petroleum Corporation Limited is the employer of the workman Shri N. Raju, ex-Driver-cum Refilling Operator, Refuelling Station Airport Area, Madhurapudi, Rajahmundry, East Godavari Dist.? If yes, whether the action in terminating the services of the workman w.e.f. 9-10-2002 on the ground of misconduct is legal and/or justified? If not, to what relief the Public Sector Undertakings (Govt. of India) Contract & Casual Workers Union, Burugupudi is entitled?”

The reference is numbered in this Tribunal as I.D. No. 89/2003 and notices were issued to the parties.

2. The workman has filed his claim statement on receipt of the notice stating therein that he worked as Heavy Vehicle Driver-cum-Refilling Operator in the Refuelling Station owned by Hindustan Petroleum Corporation Limited, Madhurapudi which is being managed by Hindustan Petroleum Corporation Limited. In the beginning of December, 1988 he was appointed as incharge. He performed his duty with full integrity though three of the heavy vehicles have no explosive license even then applicant workman was working on these vehicles. Later on it was informed that the workman is a contract employee though the contention of the management is incorrect. The Petitioner has been shown as contract worker under contractor Sri P. Satyanarayana, who is the proprietor of Hawke Security Services. On 29-9-2002 while going to the house of Station incharge the workman met with an accident at Ramadasupeta as a result of which he sustained severe injuries and at the same time while backing the vehicle a lady also sustained injuries. Immediately the workman and the lady were admitted in the Government Hospital, Rajahmundry and he was discharged from the hospital on 7-10-2002 and was advised to take rest. The Station Incharge advised the Petitioner to meet the Senior Regional Manager(Sales) Hindustan Petroleum Corporation Limited, Visakhapatnam who directed the workman to meet Deputy Manager and explain the situation. The workman called on DGM on 29-9-2002 who informed the Petitioner that he will direct the Station Incharge to allow him to duty.

3. When the Petitioner went to Station Incharge he refused to entrust the duty to the Petitioner. Thereby the Petitioner was unlawfully terminated without showing any reason. No opportunity was given to the Petitioner. Petitioner raised industrial dispute and conciliation proceeding was started which resulted in failure. Hence, the Petitioner is entitled for reinstatement into service with full back wages.

4. Respondent management has filed counter statement stating therein that Rajahmundry ASF or the Respondent management never appointed Petitioner. They placed purchases order on M/s Hawk Eye Security Services for providing the services HV driver, helper and security guard as such, the Petitioner was deployed by M/s. Hawk Eye Security Services. They have further denied that the explosive license was not obtained by the Respondent. More over, the obtaining of the explosive license is not a matter of concern in the present case. The Petitioner was never paid by the Respondent management. He was never advised by Station Incharge to bring the vehicle to his residence. On 29-9-2002 Petitioner unauthorizedly took away the jeep No. APSQ 7474 from corporation's premises and hit a stationery tipper lorry No. AHF 6699 from behind thereby woman named Mrs. Ch. Nagarathnam was injured. She was taken to the hospital by another contract worker. The Petitioner also sustained some injury. It has been alleged that at the time of accident Petitioner was under the influence of alcohol. Therefore, the contractor has disengaged Petitioner from the service. The Petitioner was neither appointed by the management nor he was terminated from the services by the management of Hindustan Petroleum Corporation Limited. The petition is devoid of merit and deserves to be rejected.

5. Parties had filed their evidence. workman has filed letter addressed to Assistant Labour Commissioner(C) by President of the union dated 27-11-2002, certificate of aviation dated 3-5-91, the certificate of Aviation Officer of Hindustan Petroleum Corporation Limited dated 4-7-92, certificate of Aviation Officer dated 28-6-89, certificate of Senior Aviation Officer dated 30-1-90, certificate of Base Manager Lloyd Helicopters, Yanam, Duty pass dated 18-4-96 at the time of visit of Prime Minister, and memorandum of workman submitted to Hon'ble Labour Minister.

6. The Petitioner workman has filed his affidavit and presented himself for cross-examination. He has marked 7 documents Ex. W1 to W7.

7. Respondent has filed affidavit of Sri B.N. Rao, Dy. Manager (HR), Visakha Regional Office, Hindustan Petroleum Corporation Limited and produced him for cross-examination. Respondent has filed documents Ex.M1 to M8 i.e., EPF remittance for the year 2001-02, 2002-03, 2003-04 are Ex.M1 to M3. Copy of conciliation proceeding Ex.M4, reply to representation Ex.M5, Proceeding before Assistant Labour Commissioner(C)

Ex.M6, copy of FIR Ex. M7 and representation of Union Ex.M8. These documents show that the employer of the workman was M/s. Hawk Eye Security Services.

8. Both the parties have filed their written arguments. I have heard oral arguments and I have also gone through the written arguments filed by the parties. The Learned Counsel for the Petitioner has contended that the Petitioner was appointed in December, 1988 along with Sri P. Srinivas. On fateful day of 29-9-2002 while going to the residence of Station Incharge he met with an accident in which he sustained severe injuries and one lady pedestrian was also injured. He along with injured lady was admitted in the hospital from there he was discharged on 7-10-2002. On 9-10-2002 he reported Station Incharge who directed him to meet the Manager who instructed Station Incharge to entrust duty to the Petitioner but Station Incharge did not oblige and disengaged the Petitioner from the service. The action of the management is unwanted. Against this argument of the counsel for the workman, Learned Counsel for the Respondent has argued that the Petitioner was never appointed by the management of Hindustan Petroleum Corporation Limited, he was an employee of Hawk Eye Security Services and they have terminated the services of the Petitioner on the ground that he ran the vehicle on 29-9-2002 under influence of alcohol.

9. This tribunal has to consider following questions:

(I) Whether M/s. Hindustan Petroleum Corporation Limited is employer of workman Sri N. Raju?

(II) If yes, whether their action in terminating the services of Sri N. Raju ex-Driver-cum Refilling Operator, Refilling Station Airport Area, Madhurpudi, Rajahmundry, East Godavari Dist.?

(III) If not, to what relief the workman is entitled to?

10. Point Nos. (I) & (II) : Both these points are interconnected with each other as such, they are being disposed off together. Workman has contended that he was engaged by the corporation in the year 1988, but, he has impleaded Sri P. Satyanaryana, Contractor, Airport Area. He has not been able to explain why he has impleaded contractor as R3 in this petition if he has no concern with the said contractor. The Petitioner workman has not been able to file any document to prove that he was appointed by management of Hindustan Petroleum Corporation Limited. He has filed Ex. W1 certificate issued by Aviation Officer dated 3-5-91 which clearly speaks that N. Raju was working as contract workman. This is the document of the Petitioner himself, the workman has filed another service certificate Ex. W2 issued by Station Incharge, Hindustan Petroleum Corporation Limited dated 30-1-90 therein also it has been mentioned that N. Raju is working under category of contract workman. He has further filed Ex. W3 i.e, character certificate that he bears good character. Three important documents Ex. W2, Ex. W1 and W4 produced by the Petitioner prove that he was a contract worker. Ex. W6 is recommendatory and Ex. W7 is new years greeting. All these documents simply prove that the Petitioner has

worked with Hindustan Petroleum Corporation Limited as contract worker. Thus, the contention of the Petitioner that he was engaged by the Hindustan Petroleum Corporation Limited or appointed by HPCL, does not find support from the documents produced by Petitioner himself. The Petitioner has filed his affidavit and produced himself for cross examination. In his cross examination he has admitted that he has not filed any identity card that he joined in the service in the year 1988, he was not given any appointment order. He stated that he was paid salary by Sri R.K. Raju, Aviation Officer. He has replied in negative that he was paid salary by Hawk Eye Security Services or that Hawk Eye Security Services has appointed him. He has stated that he was removed from service because he was hospitalized. A suggestion was given to him that he was not appointed by Hindustan Petroleum Corporation Limited to which he has replied in negative. He has simply stated that officers used to send him on personal work. It may be true that the officer of the company might be sending him for personal work, but that not itself does confer the order of appointment by the company's officers. As against the above documentary and oral evidence of the Petitioner, the Respondent has also filed EX.MI to M8 in which EX.M1 and M3 are relevant and important documents relating to EPF settlement remittance of the workman Sri N. Raju, wherein Hawk Eye Security Services has been mentioned as the employer of Sri N. Raju. This fact has been disclosed by the Sri B.N. Rao, Manager, HR to whom a suggestion was given that Petitioner was appointed by R1. Further, when the Petitioner was issued with the certificate by the officers of the Hindustan Petroleum Corporation Limited they have mentioned him as contract worker. The Petitioner has filed those documents and he is relying on those documents then, he can not back out from his own documents which prove that the Petitioner was a contract worker working under Hawk Eye Security Services. Thus, by mere oral statement of the Petitioner it can not be said that the Petitioner was appointed by Hindustan Petroleum Corporation Limited or the Hindustan Petroleum Corporation Limited was employer of the Petitioner. The Hindustan Petroleum Corporation Limited has not appointed Petitioner as per counter statement and the statement of the Respondent's witness Sri B.N. Rao and documents EX.W2 to W4 and MI to M3. Accordingly, this tribunal is of the opinion that the Hindustan Petroleum Corporation Limited is not the employer of the Petitioner nor it has terminated the services of the Petitioner Sri N. Raju. As such, the question of legality and justifiability of termination of services order by the Hindustan Petroleum Corporation Limited does not arise. Point No.(I) & (II) mentioned in the reference is decided accordingly.

11. Point No. (III) : As discussed in foregoing para of this award the Petitioner workman is neither employee of Hindustan Petroleum Corporation Limited nor he has been terminated by the Hindustan Petroleum Corporation Limited. He claimed the relief from the Hindustan Petroleum

Corporation Limited but, he is not entitled for any relief from Hindustan Petroleum Corporation Limited and his claim deserves to be dismissed. He is not entitled for any relief. Hence, this award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 30th day of September, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for
the Petitioner

WW1: Sri N. Raju

Witnesses examined for
the Respondent

MW1: Sri B. N. Rao

Documents marked for the Petitioner

- Ex. W1: Certificate issued by Aviation Officer, HPCL, RYdt.3-5-91
- Ex. W2: Certificate issued by Sr. Aviation Officer, HPCL, RY dt. 30-1-90
- Ex. W3: Certificate issued by Aerodrome Officer, RY, dt. 28-6-89
- Ex. W4: Certificate issued by Aviation Officer, HPCL, RY, dt. 4-7-92
- Ex. W5: Certificate dated 3-12-97 letter from Hindustan Petroleum Corporation Limited to Petitioner to quote tender
- Ex. W6: Letter dt. December, 1998 issued by Loyed Hilicopters Pvt. Ltd.
- Ex. W7: Greetings from HPCL to Petitioner dt. 2-1-98
- Ex. W8: PM's visit pass issued to Petitioner dt. 18-4-96

Documents marked for the Respondent

- Ex. M1: Copy of conciliation of remittances of EPF for 2001-02
- Ex. M2: Copy of conciliation of remittances to EPF for 2002-03
- Ex. M3: Copy of conciliation of remittances to EPF for 2003-04
- Ex. M4: Copy of conciliation proceeding of ALC(C), Visakhapatnam
- Ex. M5: Copy of reply dt. 3-2-2003 to representation dt. 27-11-2002
- Ex. M6: Copy of proceedings of ALC(C), Visakhapatnam
- Ex. M7: Copy of FIR of SHO, PS. Traffic, Rajahmundry
- Ex. M8: Copy of representation by Union to ALC(C), Visakhapatnam
- Ex. M9: Copy of Handling contract dated 15-5-97
- Ex. M10: Copy of filed purchase order of Hindustan Petroleum Corporation Limited dt. 24-5-09
- Ex. M11: Copy of filed purchase order of Hindustan Petroleum Corporation Limited dt. 6-9-99
- Ex. M12: Copy of filed purchase order of Hindustan Petroleum Corporation Limited dt. 15-12-99

नई दिल्ली, 30 दिसम्बर, 2010

का. आ. 296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार गन्धमारघन आयरन माइन्स आफ औ एम सी लिमिटेड उड़ीसा के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 79/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-12-2010 को प्राप्त हुआ था।

[सं. एल-26011/10/2000-आईआर (एम)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

S. O. 296.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.79/2001) of the Central Government Industrial Tribunal/Labour Court Bhubaneswar as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Gandhamardhan Iron Mines of O. M.C. Ltd. (Orissa) and their workman, which was received by the Central Government on 30-12-2010.

[No. L-26011/10/2000-IR (M)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT:

Shri J. Srivastava,
Presiding Officer, C. G. I.T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 79/2001

L-26011/10/2000-IR (M), dated 18-08-2000

Date of Passing Order—26th November 2010

BETWEEN

The Management of the Senior Manager,
Gandhamardhan Iron Mines of O.M.C. Ltd.,
At./PO. Suakati, Dist. Keonjhar (Orissa)
Orissa-758 001.

...1st Party-Management.

And

The Workman represented through the
General Secretary, Keonjhar Mines and Forest
Workers Union (AITUC), At./Po. Barbil,
Distt. Keonjhar, Orissa.

....2nd Party-Workman.

APPEARANCES:

M/s. Banoj Kr. Pattanaik, : For the 1st Party-Management.

General Secretary. : For the 2nd Party-Union.

AWARD

Case taken up today in the Lok Adalat. Advocate for the 1st Party-Management is present and filed hazira. The General Secretary of the 2nd Party-Union is also present but he has not filed hazira.

A petition through Advocate on behalf of the 2nd Party-Workman was filed on 4-5-2010 to withdraw the case stating that both the parties have agreed to settle the dispute amicably and the workmen do not want to proceed further with the terms of reference of the case. The statement of claim has been filed by the General Secretary of the 2nd Party-Union and the case is being represented by the Advocate of the Union. Advocate appearing for the 1st Party-Management has not opposed the petition. As such the petition dated 4-5-2010 to withdraw the case given by the 2nd Party-workmen is allowed and no dispute award is passed.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 3 जनवरी, 2011

का. आ. 297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 55/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/41/2006-आईआर (बी-2)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S. O. 297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/06) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 29-12-2010.

[No.L-12012/41/2006-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-

CUM-LABOUR COURT JAIPUR

PRESENT : N. K. PUROHIT Presiding Officer

I. D. 55/06

Reference No. L-12012/41/2006-IR (B-II)

Dated : 28-8-2006

Shri Ghanshyam

S/o Shri Naruram Sharma

C/o Shru Gulam Ali Abdul Ji & Sons

Main Market, Jhalrapatan,
Jhalawar (Raj.)

V/s

The Branch Manager

Punjab National Bank

Jhalrapatan

Jhalawar (Raj.)

AWARD

3-12-2010

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication which runs as under :-

“Whether the workman Shri Ghanshyam S/o Shri Nanuram Sharma was in continuous service for more than 240 days of the Bank between 10/2001 to 11-10-2004. If yes, whether the action of terminating the service of the workman by the Manager, Punjab National Bank, Jhalrapatan Branch w.e.f. 11-10-2004 is legal and justified? If not, to what relief the employee is entitled to and from which date ?”

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. It appears from the proceedings of the case that the representative on behalf of the management had filed his authority letter on 18-12-2006 but on said date the post of the Presiding Officer was lying vacant. Therefore, after posting of the Presiding Officer in the month of September, 2009 fresh notices were issued to both the parties.

3. It also appears that the claim statement was filed by the representative on behalf of the workman on 19-1-10 but none appeared on behalf of the management side. It further reveals that the representatives of the both the sides were present on 25-8-10 but on next date i.e. 7-10-10 none appeared on behalf of the workman. Thus, the case was posted on 2-11-10 for filing reply. On the said date

also none appeared on behalf of the workman. Therefore, ex-party proceedings were drawn against him.

4. The Bank’s management has filed the reply on 24-11-10. But both the parties have not adduced any evidence in support of their respective case and except claim statement and its reply, there is neither any oral evidence nor any documentary evidence on the record.

5. The workman has pleaded in the claim statement that he had worked under the employer from October, 2001 to 11-10-2004 as class IV servant and he had worked continuously for more than 240 days in each calendar year but he has been disengaged from 11-10-2004 in violation of the provisions of Section 25(F) of the I.D. Act. The management has denied the claim of the workman and has averred in the reply that the claimant was never appointed as class IV employee. It has been denied that the claimant had worked continuously from October 2001 to 11th October, 2004.

6. In reference under adjudication the question under consideration is whether the workman was in continuous service for more than 240 days and whether the alleged action of termination of his service is legal and justified?

7. It is well settled that if a party challenges the legality of an order or action of the management, the initial burden lies upon him to prove illegality of the alleged action and if no evidence is produced, the party invoking jurisdiction of the court must fail.

8. In the present matter, after filing claim statement the workman has not appeared to adduce any oral or documentary evidence to substantiate his claim. Under these circumstances, there is no material on record to adjudicate the reference under consideration on merits. It appears that the workman is not willing to contest the case further. Therefore, “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

9. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 3 जनवरी, 2011

का. आ. 298.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार आन्ध्र बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एल सी आई डी 133/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-2010 को प्राप्त हुआ था।

[सं. एल-39025/1/2010-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S. O. 298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 133/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-39025/1/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT : SHRI VED PRAKASH GAUR, Presiding Officer

Dated : the 8th day of September, 2010

Industrial Dispute No. L.C. 142/2007

BETWEEN:

Sri G. Vivekananda,
S/o Girivenkaiah,
R/o Surya Medical Shop,
Naidupet (M), Pillarigudi Street,
Nellore . . . Petitioner

AND

1. The General Manager (Personnel),
Andhra Bank, Head Office,
Hyderabad.
2. The Assistant General Manager,
Andhra Bank, Zonal Office,
Nellore District . . . Respondents

APPEARANCES:

For the Petitioner : M/s. G. Vidya Sagar,
K. Udaya Sri & P. Sudheer Rao,
Advocates

For the Respondent M/s. S. Udayachala Rao,
S. Vikramaditya Babu,
S. Mujib Kumar & M. Raghavani,
Advocates

AWARD

This is a petition filed under Sec. 2 A (2) of the I.D. Act by Sri G. Vivekananda challenging the order compulsory retirement from the bank's service dated

22-5-2000 and numbered in this Court as L.C.I.D. No. 142/2007 and notices were issued to the parties.

2. Petitioner has filed this petition challenging the order of compulsory retirement. As the case is posted for filing of counter and documents, Respondent No. 2 has submitted memo stating that the post of Assistant General Manager has been shifted to Andhra Bank Zonal Office at Tirupathi. Thereafter, Petitioner sought time for submission of petition with amended cause title.

3. On 8-9-2010, workman or his counsel called absent. Petitioner's counsel has not filed amendment application as directed through order dated 20-7-2010, as such, this case is dismissed for non-compliance of the order dated 20-7-2010. Accordingly, a Nil award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 8th day of September, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL	NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 3 जनवरी, 2011

का. आ. 299.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/9 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-12011/105/2004-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S. O. 299.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Part-II (Ref. No. CGIT-2/9 of 2005) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the

employers in relation to the management of Dena Bank and their workmen, which was received by the Central Government on 29-12-2010.

[No. L-12011/105/2004-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI**
PRESENT : K.B. KATAKE, Presiding Officer

Reference No. CGIT-2/9 of 2005

Employers in Relation to the Management of Dena Bank

The Chief Manager

Dena Bank

Mumbai City Regional Office

Fort

Mumbai-400 023.

AND

Their Workmen

The General Secretary

Dena Bank Employees Union

17, Horniman Circle

Fort Mumbai-400 023.

APPEARANCES :

For the Employer : Ms. Nandini Menon
Advocate.

For the Workmen : Mr. M. B. Anchan,
Advocate.

Mr. P. L. Raorane, Representative

Mumbai, dated 30th November, 2010.

AWARD

1. The Government of India, Ministry of Labour & Employment by its Order No. L-12011/105/2004-IR(B-II) dated 20-10-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Dena Bank, Mumbai City, Regional Office, Mumbai in terminating the services of Shri Santosh M. Vishwasrao is justified? If not, what relief the workman, Shri Santosh M. Vishwasrao is entitled to?”

2. The union has filed the statement of claim at Ex-4. According to it workman Shri Santosh M- Vishwasrao was

a temporary sub-staff in Dena Bank, Overseas Branch, Mumbai. He was paid Rs. 80 per day on voucher- Vouchers are with the Bank. The workman worked continuously since 12-6-1992 for 10 years without any break in the service therefore, he was eligible to be regularized in the service as a permanent sub-staff of the Bank. The workman made a representation to that effect for regularization of his services therefore abruptly he was terminated from the service without any notice or assigning any reasons w.e.f. 7-7-2002. During his service, his work was cleaning, sweeping and swabbing of the office premises daily. He also used to clean furniture. Besides that he used to serve water to the staff. He used to keep the tiffin boxes of officers on their table. He used to attend telephone calls during lunch hours. He used to attend the cash department when ever required. He used to file the record and vouchers etc. He was paid less wages than the minimum scale prescribed for sub-staff.

3. He was dismissed from the service illegally without any notice. Therefore, the workman applied to ALC (C). As conciliation failed, the matter was referred to Labour Ministry. The Ministry of Labour and Employment sent this reference to this Tribunal. The union therefore prays that the termination of service of this workman Santosh be declared illegal, malafid and invalid and not justified. They also pray that the first party Bank be directed to reinstate the concerned workman in service with full backwages, with continuity of service and his service should be declared regularized.

4. The first party i.e. the management of Dena Bank has resisted the statement of claim vide its written statement at Ex. 10. According to them, the workman cannot be said to have worked continuously in the Bank for a period of one and half year as envisaged in Section 25 B of Industrial Disputes Act, 1947. According to them, Bank has no employer-employee relationship with Shri Santosh Vishwasrao. He is not a workman as defined under Section 2 (s) of the Industrial Disputes Act. Shri S. Vishwasrao was never in regular employment with the Bank. He was never issued any employment letter. He has also never signed muster or attendance register. His name was also not set out in the wage register.

5. According to the first party, for recruitment of subordinate staff against permanent vacancy, they are required to follow the recruitment procedure as per the guide lines given by the Government. After following the procedure, list of eligible candidates is prepared in the order of merit. In the leave period of permanent employee, such persons are posted. Their service ceases automatically soon after the regular employee reports his duty.

6. The workman was engaged by the overseas branch of Mumbai main office for doing odd jobs and he was paid lump sum amount proportionate to his work. His services were purely on temporary basis and of casual nature. Neither he was appointed as employee of Bank,

nor he has served for continuous period of 10 years as has been alleged. He was never competent to be appointed in the sub-staff cadre against permanent vacancy. According to them, he was not appointed as their sub-staff, and as he never worked continuously for 10 years, as a temporary worker, he cannot claim regularization of his service. Question of termination of his service also does not arise as he was never appointed or employed in the cadre of sub-staff of the Bank. The first party thus submits that the workman is not entitled to be regularised in the service and he is not entitled to any relief as claimed for, therefore, they pray that the reference be rejected. My Learned Predecessor has framed the issues at Ex-17.

7. The reference was fixed for hearing. The workman has also filed his affidavit at Ex-19. He was partly cross-examined on 11-6-2009. However, thereafter number of dates were given. However workman did not turnup to face the further cross-examination. Ultimately the Treasurer of the union, Mr. P. L. Raorane has passed withdrawal purshis Ex-27. As the union has withdrawn the reference, the same deserves to be rejected for want of prosecution. Thus I pass the following order:

ORDER

The reference stands rejected for want of prosecution.

Date : 30-11-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 3 जनवरी, 2011

का. आ. 300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 69/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-2010 को प्राप्त हुआ था।

[सं. एल-33012/5/95-आईआर (एम)/(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S. O. 300.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 69/95) of the Industrial Tribunal, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Madras Port Trust and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-33012/5/95-IR (M)/(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL

TAMIL NADU, CHENNAI-600104

Tuesday, the 28th Day of September, 2010

PRESENT :

Thiru S. F. AKBAR, B. Sc. B. L., Presiding Officer, Industrial Tribunal

Industrial Dispute No. 69/1995

[In the matter of dispute for adjudication Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Madras Port Trust, Madras]

BETWEEN

Shri P. Sivakumar,
150/12, Srinivasapuram,
Foreshore Estate,
Madras-600028.

... Petitioner

AND

The Chairman,
Madras Port Trust,
Rajaji Salai,
Madras-600 001. . . . Respondent

REFERENCE : Order No. L-33012/5/95-IR (Misc.)

Dated 20-10-95, Ministry of Labour,
Govt. of India, New Delhi.

This dispute coming on for final hearing on 21-9-2010, upon perusing the reference, Claim and Counter statement and all other material papers on record and upon hearing the arguments of Thiru V. Panneerselvam, Advocate appearing for the Workman and of Tvl. R. Arumugam, B. Haribabu and N. Krishnakumar, advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

The Government of India have referred the following issue for adjudication by this Tribunal :

“Whether the action of the management of Madras Port Trust in terminating the services of Sri P. Sivakumar, Mazdoor, w.e.f. 31-12-90 is justified? If not, to what relief the workman is entitled?”

BRIEF AVERMENTS IN THE CLAIM STATEMENT:

2. Thiru S. Ponnusamy, who was employed as a Lascar Gr.I in Marine Department, in the Madras Port Trust died in harness. The petitioner was appointed on compassionate ground as a Shore Mazdoor on 12-2-90. On a charge of misconduct that the certificate produced by the petitioner in proof of his age and qualification was bogus, the petitioner's services were terminated on and

from 31-12-90. The discharge was an order of dismissal for a misconduct. Even if the petitioner was a probationer, he cannot be discharged on a charge of misconduct without any enquiry. The order of termination is not an Order of termination simplicitor. The order refers to production by petitioner of bogus records for gaining appointment. The order of termination casts a stigma. Therefore the disciplinary procedure should have been followed as required under Madras Port Trust Employees (Classification Control and Appeal) Regulations, 1988. The petitioner has worked more than 240 days. Since retrenchment procedure was not followed the orders of termination is ab initio void. The petitioner seeks an award holding that the action of the Port Trust in terminating the services of the petitioner is not justified and directing his reinstatement in service, with continuity of service, backwages and attendant benefits.

BRIEF AVERMENTS IN THE COUNTER STATEMENT:

3. One S. Ponnusamy was employed as Lascar Grade II (Y) marine and died on 3-10-1983 while in service. His widow Smt. Vasantha, produced a Birth certificate certifying that P. Sivakumar was born on 25-12-1963 and Ponnusamy and Vasantha are his parents. Based on these documents P. Sivakumar's name was registered as dependant of the deceased employee and was appointed as Mazdoor on 12-2-90 and he was placed under Probation for a period of 2 years. The petitioner produced his School Certificate and also the Attestation form. The Asst. Vigilance Officer and Asst. Superintendent (V) went in search of the said school and noticed that no such school exists in the given address. Another attempt has been made along with P. Sivakumar to locate the school in which P. Sivakumar stated to have studied. The said P. Sivakumar on the way itself admitted that he had not studied in the said school viz. St. Albert Hr. Elementary School, Mylapore, Madras-4 which is non-existent and he obtained the school certificate (Record sheet) through some other source. The petitioner stated to be the dependant of Ponnusamy had produced the School Certificate misrepresenting his age, qualification, date of birth etc. On the basis of a bogus certificate since such school was not in existence. Therefore his probation in the post of Mazdoor was terminated under M.P.T. Employees (Appointment, Promotion etc.) Regulation, 1977 by an Order dated 31-12-90. The production of bogus school certificate of a school which is not at all in existence is a serious matter of indiscipline and hence his probation was terminated rightly. The question of conducting an enquiry does not arise in this case since the petitioner was under probation and during the probation period his probation was terminated. The termination of his probation is not a penalty and hence no enquiry was conducted. The termination of his probation is not retrenchment. Therefore the question of not following the retrenchment

procedure never arises in this case. The respondent seeks dismissal of the above dispute.

4. Before remand, on behalf of Petitioner no one was examined and Exs. W1 to W9 were marked by consent. On behalf of Respondent/Management, MW1 Thiru T. Subba Rao has been examined and Exs. M 1 to M 10 were marked.

After remand on behalf of Petitioner, Ex. W11 to W14 were marked by consent. On behalf of Respondent/Management, MW2 R. Prabakar has been examined and Ex. M11 to M45 were marked.

5. The Point for consideration is whether the action of the management of Madras Port Trust in terminating the services of Sri P. Sivakumar, Mazdoor, w.e.f. 31-12-90 is justified? If not, to what relief the workman is entitled?

6. Point : The Petitioner P. Sivakumar is the son of one S. Ponnusamy who was appointed as Lascar Grade II (Y) in the Marine Department of the Respondent Port Trust vide Order dated 24-12-1969. The appointment order of the said Ponnusamy has been marked as Ex.M12. Thiru Ponnusamy died in harness on 3-10-83 as could be seen from Ex. M 13 Death Certificate issued by the Corporation of Madras. After the death of S. Ponnusamy his widow by name Vasantha produced a sworn affidavit. Ex. M 15 and made a request for appointing the Petitioner P. Sivakumar, claiming him as one of the two sons on compassionate grounds. The said Vasantha produced also the Birth Certificate Ex. M 16 in evidence of the date of birth of Sivakumar, and his date of birth has been mentioned as 25-12-63. The petitioner Sivakumar was registered as a dependant of the deceased Ponnusamy and was enrolled as a rank casual in Traffic Department with effect from 27-9-88 as evident from Ex. M 17. He was later appointed as Mazdoor on 12-2-90 as would be evident from Ex. M 18. He was under probation for a period of two years. The petitioner on his appointment would appear to have produced Ex. M19. Proforma declaration dated 16-9-88 and Ex. M20 Attestation form besides Ex.M21 a School Certificate and Ex. M22 a Conduct Certificate. As per column 10 of Ex. M20 the petitioner would claim that he has studied up to VIII Std. and the date of entering the school is 13-6-69 and the date of leaving is 16-6-77. The name of the school has been given as Albert Higher Elementary School, Mylapore.

7. The Respondent Port Trust had received letters complaining that the petitioner joined the services of the Port Trust by adopting fraudulent methods and presumably the Port Trust started probing. The anonymous letters received by the Port Trust are Ex.M23 and Ex.M24 is the report of the Vigilance officer. It could be gathered from Ex. M 24 Report of the Vigilance Officer that the petitioner Sivakumar is the son of retired employee by name Vinayagamurthy and he entered the services of the Port Trust impersonating as the dependant of another deceased

employee i.e Ponnusamy. In the Vigilance report, the dependants of Vinayagamurthy are his wife Panchalai two sons by name V. Sivakumar, V. Sivabadam and daughter V. Sivagami. Interestingly enough V. Sivakumar son of Vinayagamurthy would appear to have the falsely claim as the son of the deceased employee Ponnusamy. In other words V. Sivakumar (Son of Vinayagamurthy) has impersonated P. Sivakumar (Son of Ponnusamy). It may be noted that it has not been established that the deceased Ponnusamy had a son by name Sivakumar. Thus evidently this is an instance of impersonation and on the basis of such impersonation the petitioner had gained entry into the Port Trust as an employee.

8. This is not only a case of impersonation but also is a case of forgery of the School Certificate and Conduct certificate marked as Exs. M21 and M22. The Port Trust on coming to know of the foul play addressed a letter to the District Elementary Officer, and sought a report as to the genuineness of the School certificate produced by Sivakumar. The letter is Ex. M34 dated 17-1-2009. The authority concerned by its reply dated 10-2-09 marked as Ex.M35 would state categorically that there is no such school in existence in Mylapore circle. It is thereafter the Memorandum dated 6-7-2009 marked as Ex.M33 has been served on the petitioner and the petitioner has been directed to submit his explanation and no explanation having been submitted by the petitioner, a domestic enquiry has been conducted. The enquiry was fixed on 19-3-2010 and 14-5-2010 and the petitioner failed to attend the enquiry.

9. The probation of the petitioner was terminated by Order dated 31-12-90 marked as Ex. M25. The petitioner raised a dispute before this Tribunal and an award dated 9-1-2001 marked as Ex.M 26 was passed setting aside the termination and liberty was given to the Port Trust to take appropriate action according to law. The respondent filed a Writ Petition in W.P. No. 16130/2001 aggrieved by the said award and in the mean time the petitioner got reinstated without prejudice to the Writ Petition vide Order dated 14-3-2008 marked as Ex.M27. The petitioner was back in employment on the basis of Ex.M28 dated 17-3-2008. He was in service upto 7-8-2010 as could be seen from Ex. M 29. His services were again terminated on 6-8-2010 with effect from 8-8-2010 on the ground that W. P. No. 16130/2001 was allowed by Hon'ble High Court by order dated 8-6-2010 setting aside the Award passed by this Tribunal dated 9-1-2001 as evident from Ex. M37. This is how the matter again before this Tribunal for disposal.

10. At this juncture, a pertinent reference may be made to Ex.M38 to Ex.M44. Ex. M38 is a document evidencing dissolution of marriage of Ponnusamy with one Kanagarani. Ex.M38 evidences marriage of Ponnusamy with one Vasantha on 22-8-1982. Under Ex.M40 dated 11-10-82 Ponnusamy had made a request to include second

wife Vasantha's name for the purposes of Provident fund and Medical Card etc. In the nomination form for Death-cum-retirement, Gratuity and provident fund. Ponnusamy had nominated the second wife Vasantha and one Sivabadam as his adopted son. It would be evident from Ex.M41 and M42. A pertinent reference may be made to the entries available in Ex.M43 Form N. Ponnusamy died on 3-10-83 and thereafter his wife Vasantha applied for Family pension in Ex. M 43. In Column 5 of Ex. M 43 Vasantha would specifically state that. she has no sons or daughters except the adopted son Sivabadam. Vasantha filed before the Port Trust a fresh Form N duly notarised and it is Ex. M44. At this juncture. an inevitable reference has to be made to the date of birth of the petitioner as stated in Ex.M19 and the date of birth is 25-12-63, whereas in the sworn affidavit Ex. M15 Vasantha would give the age of P. Sivakumar, the petitioner as 21 years as on 30-1-86. This is a glaring contradiction in the case of the petitioner. Ex. M39 is the Marriage Certificate issued by the Temple and it appears the date of marriage is 4-10-82. This evidences marriage of Ponnusamy with Vasantha. Ponnusamy admittedly died on 3-10-83. The Petitioner admittedly is born on 25-12-63. It is also not the case of the petitioner that the petitioner was born through the first marriage with Kanagarani. If so it is quite baffling as to how between 4-10-82 the date of marriage of Ponnusamy with Vasantha and the date of death of Ponnusamy on 3-10-83 the petitioner P. Sivakumar aged 21 years as on 30-1-86 could be in existence. As per Ex. M 38 the first marriage between Ponnusamy and Kanagarani was solemnised on 1-9-1971 and the said marriage was dissolved as per Ex.M38 on 18-8-81. The second marriage between Ponnusamy and Vasantha took place on 22-8-82 as per Ex. M39. As per Ex.M 16 the date of birth of the petitioner is 25-12-63 and his father's name has been shown as Ponnusamy and mothers name has been shown as Vasantha. In Ex. M44 his application for Family pension the age of Vasantha is given as 32 years. If so she should have been born in the year 1952. In Ex. M16 birth certificate of the petitioner, his date of birth has been given as 25-12-63 and his mother is Vasantha. If so the age, of his mother Vasantha on 25-12-63 would have been 11 years. It could not be believed that Vasantha had given birth to Sivakumar the petitioner when she was just 11 years. The documents would speak volumes about the fraud played by the petitioner on the Port Trust.

11. It is worthwhile to note that the petitioner did not produce any oral or documentary evidence to deny the charges after remand by the High Court. Not even the petitioner nor the said Vasantha entered the witness box to deny the definite case of the Respondent Port Trust.

It has been laid down in a decision of the Supreme Court of India reported in Union of India & Ors And M. Bhaskaran, G. Radhakrishnan, C. Devan (1996 I LLJ 781)

that employment secured by playing fraud on employer is voidable and it is open to the employer to recall appointment order. In the same decision, the need for complying with the principles of natural justice before removing such employees has been emphasized. It has been observed that removal of employees amount to recalling of fraudulently obtained appointment orders. It has been highlighted that mere continuance of service for number of years cannot create any equity in favour of such employees or create any estoppel against the employer.

In R. Arumugam Vs. (1) The Director or Medical Services; Teynampettai Chennai-6, (2) The Joint Director of medical Services Virudhunagar (3) The District Medical Officer Virudhunagar and (4) The Medical Officer, Govt. Hospital, Rajapalayam (2006 Writ L.R. 132) the petitioner therein was dismissed from service for having impersonated and thereby securing appointment by producing false certificates. It was laid down in the said case, the petitioner being the beneficiary of the fraud committed with by petitioner or somebody else such employee would not be entitled to any relief.

In Superintendent of Post Offices and others and R. Valasina Babu [2007 (2) L. L. N. 132] the Apex Court has taken the view that an employment obtained on the basis of a false caste certificate, the moment such certificate is cancelled the employee would not be entitled to continue in service.

If the facts of this case are analysed in the backdrop of these decisions, it would be clear that the petitioner would not be entitled to any relief. If so this industrial dispute deserves to be dismissed.

In the result, an award is passed dismissing the industrial dispute. No costs.

Dated at Chennai, this 28th day of September, 2010.

THIRU S. F. AKBAR, Presiding Officer

I. D. No. 69/95

LIST OF WITNESSES EXHIBITS

WITNESSES EXAMINED ON THE SIDE OF PETITIONER/WORKMAN:

W.W.1 : None

WITNESSES EXAMINED ON THE SIDE OF RESPONDENT/MANAGEMENT:

MWI : T. Subba Rao

MW2 : R. Prabakar

EXHIBITS MARKED ON THE SIDE OF PETITIONER WORKMAN

S. No.	DATE	DESCRIPTION OF DOCUMENT	
1.	20-9-88	Ex. W 01	Intimation for Medical Examination (All Xerox)
2.	27-9-88	Ex. W 02	Enrolment order as Casual Mazdoor
3.	12-02-90	Ex. W 03	Appointment order as Mazdoor
4.	31-12-90	Ex. W 04	Order of discharge
5.	27-10-93	Ex. W 05	Representation to Regl. Labour Commissioner
6.	31-05-94	Ex. W 06	Reply by the Management to the Regl. Labour Commissioner, Madras
7.	18-11-94	Ex. W 07	Representation to the Regl. Labour Commissioner, Madras
8.	21-06-95	Ex. W 08	Conciliation Failure report
9.	20-10-95	Ex. W 09	Reference by the Government
10.	31-12-90	Ex. W 10	Termination order issued to the petitioner by the Respondent
11.	08-06-10	Ex. W 11	Order of High Court Madras in W.P. No. 6130 of 2001.
12.	14-03-08	Ex. W 12	Reinstatement order issued by the Respondent to Petitioner
13.	05-04-08	Ex. W 13	Pay Fixation Order issued by the Respondent to Petitioner
14.	—	Ex. W 14	2nd Termination Order issued by the Respondent to Petitioner

ON THE SIDE OF RESPONDENT MANAGEMENT

S. No	Date	DESCRIPTION OF DOCUMENT		
(1)	(2)	(3)	(4)	
1.	16-9-88	Ex. M 01	Declaration form given by the petitioner	
2.	27-9-88	Ex. M 02	Memo for enrolment of Casual Labour	

(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)
3.	12-02-90	Ex. W 03	Appointment order	25.	31-12-1990	Ex. M 25	Termination order issued to Shri P. Sivakumar
4.	—	Ex. M 04	Acceptance letter by the petitioner	26.	09-01-2001	Ex. M 26	Award given by Hon'ble Industrial Tribunal
5.	06-03-90	Ex. M 05	Declaration given by the petitioner	27.	14-03-2008	Ex. M 27	Reinstatement order
6.	—	Ex. M 06	School Record sheet	28.	17-03-2008	Ex. M 28	Acceptance letter by Shri P. Sivakumar
7.	31-12-90	Ex. M 07	Termination order	29.	06-08-2010	Ex. M 29	Restoration of the dismissal order dt. 31-12-1990
8.	31-05-94	Ex. M 08	Counter filed before Regl. Labour Commissioner	30.	15-05-2008	Ex. M 30	Two cheques given to Shri. P. Sivakumar for backwages.
9.	11-03-95	Ex. M 09	-do-	31.	15-05-2008	Ex. M 21	Acknowledgement by Shri P. Sivakumar
10.	—	Ex. M 10	Madras Port Trust Employees Regulations.	32.	15-05-2008	Ex. M 32	Cheque issued and acknowledge by Industrial Tribunal
11.	22-07-1988	Ex. M 11	Chairman's approval	33.	06-07-2009	Ex. M 33	Memorandum with annexeres given to Shri P. Sivakumar
12.	24-12-1969	Ex. M 12	Appointment of Date S. Ponnusamy as lascar & his acceptance	34.	17-01-2009	Ex. M 34	Letter to DEEO
13.	26-10-1983	Ex. M 13	Death certificate of Late S. Ponnusamy	35.	10-02-2009	Ex. M 35	Reply from DEEO
14.	—	Ex. M 14	Dependent register	36.	10-03-2010	Ex. M 36	Notice of the 1st and 2nd preliminary hearing
15.	30-01-1986	Ex. M 15	Sworn affidavit of Smt. P. Vasantha	37.	03-05-2010	Ex. M 37	08-06-2010
16.	07-04-1986	Ex. M 16	Birth Certificate of Shri P. Sivakumar	38.	08-06-2010	Ex. M 37	Hon'ble High Court order dt. 08-06-2010 WP. No. 16130
17.	27-09-1988	Ex. M 17	Appointment of Shri P. Sivakumar as rank casual	39.	18-08-1981	Ex. M 38	Document in support of divorce of devorce of Smt. Kanagarani
18.	12-02-1990	Ex. M 18	Appointment of Shri P. Sivakumar as mazdoor	40.	04-10-1982	Ex. M 39	Solemnization of marriage with Smt. Vasantha
19.	16-09-1988	Ex. M 19	Proforma declaration given by Shri P. Sivakumar at the time of appointment as rank casual	41.	11-10-1982	Ex. M 40	Requisition letter from Late S. Ponnusamy to include
20.	06-03-1990	Ex. M 20	Attestation Form	42.	04-01-1983	Ex. M 41	Nomination given by Late S. Ponnusamy for Death-cum-Retirement Gratuity
21.	16-06-1977	Ex. M 21	School Certificate	43.	23-11-1983	Ex. M 42	Nomination of PF by Late S. Ponnusamy
22.	16-06-1977	Ex. M 22	Conduct Certificate	44.	15-02-1984	Ex. M 43	Form N Given by Smt. Vasantha
23.	23-10-1988	Ex. M 23	Letter from an unknown person endorssd by vigilance Officer on 04-11-1988 and another letter from one Shri Raju received by the Respondent.	45.	—	Ex. M 44	A Fresh Form N given by Smt. Vasantha
24.	06-10-1990	Ex. M 24	VO's report				Letter from Late S. Ponnusamy

नई दिल्ली, 3 जनवरी, 2011

का.आ. 301.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ट्रेनिंग शिप चाणक्य के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/43/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-31012/16/2010-आईआर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No CGIT-2/43 of 2010) of the Central Government Industrial Tribunal 2, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Training Ship Chanakya and their workman, which was received by the Central Government on 29-12-2010.

[No. L-31012/16/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, MUMBAI****PRESENT**

K. B. Katake,
Presiding Officer.

Reference No. CGIT-2/43 of 2010

Employers in Relation to the Management of Training
Ship Chanakya

Capt. Superintendent
Training Ship Chanakya
At Village Karve, Nerul
Navi Mumbai - 400 706

And**Their Workmen**

Ms. Deepali Raut
C/o. Mohindersingh Kabul Singh
OT Section, B.K. No. 1302
Near Station Road
Ulhasnagar-421 004.

APPEARANCES:

For the Employer : Mr. M. B. Anchan, Advocate.

For the Workmen : No appearance.

Mumbai, dated 8th December, 2010

AWARD

The Government of India, Ministry of Labour and Employment by its Order No. L-31012/16/2010-IR (B-II) dated 07-04-2010 in exercise of the powers conferred by clause (d) of sub section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act 1947 have referred the following dispute to this Tribunal for adjudication :-

“ Whether the action of Captain Superintendent, Training Ship,, Chanakya, Mumbai in terminating the services of Ms. Deepali Raut, ex-LDC w.e.f. 1-4-2008 is legal, just and proper ? What relief the workman concerned is entitled to ? ”

2. Notices were served on both the parties. However second party though duly served, remained absent. registered AD receipt to that effect is at Ex-4. The second party Ms. Deepali Raut did not appear and file the statement of claim therefore, this reference cannot be decided on merit and deserves to be rejected . Thus I pass the following order:.

ORDER

Reference stands rejected for want of prosecution.

Date : 08-12-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 3 जनवरी, 2011

का.आ. 302.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी एनजीपी/62/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/41/1994-आईआर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S.O. 302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/ NGP/62/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 29-12-2010.

[No. L-12012/41/94-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/ 62 of 2006

Dated 14-12-2010

Petitioner/Party No. 1

Shri Nagraj Laxman Shetty
New Manjari Colliery, Post - Shivaji
Nagar, Tq. Varora,
Distt. Chandrapur,
Chandrapur.

Versus**Respondent/Party No. 2**

The Divisional Manager
UCO Bank, Divisional Office,
108, Sushil Bhawan,
Balraj Marg, Dhantoli,
Nagpur- 440 012.

AWARD

(Dated : 14th December, 2010)

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short) had referred the industrial dispute between the employers, in relation to the management of UCO Bank and their workman, Shri Nagraj Laxman Shetty (“the workman” for brevity) as per letter No. L-12012/41/94-IR (B-II) dated 28-4-1994, with the following schedule to the Central Government Industrial Tribunal, Jabalpur for adjudication :-

“ Whether the action of the management of UCO Bank, New Majri Branch in terminating the services of Shri Nagraj Laxman Shetty, temporary sub-staff w.e.f. 30-11-91 is justified ? If not, what relief is the said workman entitled to ? ”

Subsequently as per Order No. L-12012/41/94-IR (B-II) dated 18-04-2006, of the Ministry of Labour and Employment, New Delhi the reference was transferred to this Tribunal (CGIT, Nagpur) for disposal according to law.

2. The workman and the management of UCO Bank, New Majri Branch filed their respective statement of claim and written statement respectively on receipt of notice from the Tribunal.

The workman in his statement of claim has pleaded inter-alia that the UCO Bank is a Nationalised Bank and the service conditions of the workman employed in UCO Bank are governed by the Bipartite Settlement and as per circulars issued by the head office of the Bank to regulate the provisions of service conditions and he was initially appointed on 19-5-1990 @Rs. 10 per day and worked upto 30-11-1991 and he was not paid wages for Sunday and

Holidays and was put to hard labour beyond the working hours of the Bank and on 30-11-1991, he was removed from employment by the Manager, New Majri Branch, without assigning any reason and in his place another daily wager was appointed and there was no need for the Branch Manager to remove him from the job, particularly, when there was shortage of Peons and in circular No. CHO/PAS/4/90 dated 31-3-1990, the Head Office of UCO Bank had made it clear that persons engaged on daily wages basis in the branches would be absorbed in permanent employment of the bank, depending upon the work load of the branch and against his such unauthorized and illegal termination from service, he approached the Assistant labour Commissioner (C), Chandrapur (“ALC” in short) and before the ALC, the management of the bank took a plea that he was never their workman and/or was not working in their branch and thus not entitled to be taken into permanent employment and he is entitled for the benefit of the settlement between the union and the management in 1989 and in terms of the said settlement, he should have been given permanent employment and due to the resistance of his claim by the management before the ALC, there was failure of the conciliation proceeding and on such failure report by the ALC, the reference was made by the Central Government . The workman has prayed for setting aside the order of termination and for his reinstatement in service with continuity of service and back wages and other consequential benefits.

3. The management have resisted the claim of the workman by filing the written statement and pleading inter-alia that the complainant (workman) was not appointed as an employee of the UCO Bank at any point of time and as such, there was no cause of issuing any termination order and there was no relation between the complainant and the bank as emmployee and employer and the complainant had been doing the work of cleaning, sweeping and dusting etc in the branch for a limited period of the day and the total works used to be about two to three hours per day and not more than that and the complainant was being paid for the work done by him and the payment was not an account of salary and as such there was no question of making payment of wages for Sundays and Holidays and as the complainant was not an employee of the bank, there was no question of assigning any reason and the complainant is not entitled for the benefit of the settlement between the union and the bank and the complainant is not entitled for any relief.

4. In his rejoinder, the workman has mentioned that he had worked in the branch in place of a Peon and used to attend all the duties that are performed by a Peon and that the plea of the bank that he was performing limited work is engineered only to make an attempt to reduce the quantum of gravity of their illegality, which they are not permitted to do and before the ALC and other places, the management had never contended that he was employed for a limited

period and he was engaged for fulll day's work right from 19-5-1990 to 30-11-1991 and was paid wages @Rs. 10 per day.

5. In support of his claim, the workman examined himself as a witness. No witness was examined by the management.

In his evidence on affidavit, the workman has reiterated the facts mentioned in the statement of claim and in the rejoinder.

6. It is necessary to mention here that the workman has not produced any document to show that he worked continuously from 19-5-1990 to 30-11-1990. However, the workman alongwith his statement of claim has filed the documents submitted by him before the ALC during the conciliation proceeding. In his application dated 3-2-1992, written in English, he has mentioned that he was working from 1st April, 1991 in UCO Bank, New Majri Branch on casual basis and was being paid @Rs. 10 per day till 27-4-1991 and thereafter he was being paid Rs.15 till he was discontinued from the bank on 28-12-1991 and as he was about to complete 240 days, the Branch Manager told him orally not to come to the bank, in view order received by him from his higher authorities. In the letter dated 3-2-1992 written in Marathi and submitted to the ALC, the workman has mentioned that he worked in the bank from 27-4-1991 to 28-12-1991. In his affidavit, the workman has mentioned that he was appointed on 19-5-1990 by the bank to work as a Peon on daily wages basis and was paid the salary /wages @Rs. 10 per day till 30-11-1991 and he worked for more than 545 days. From such documents, it is clear that the claim of the workman that he worked for 545 days is not correct.

The admitted facts that he was being paid @Rs. 10 daily also clearly shows that he was engaged part time in the bank as claimed by the management, otherwise, he should have been paid the prescribed wages of Rs. 41 per day (as found from the circular dated 31-3-1990) in case of his engagement was for the full day.

Taking into consideration the above mentioned facts, it is found that there is no material on record to hold that the workman was continuously working from 19-5-1990 to 30-11-1991, when according to him, he was terminated. There is also no evidence on record to show that he had worked for 240 days in the year immediately preceding the date of his alleged termination on 30-11-1991. So far the circular dated 31-3-1990 is concerned ; the same is also not applicable to the workman. In view of such facts, neither he is entitled to the protection u/s 25-F of the Act nor to any other relief. Hence, it is ordered :

ORDER

The action of the management of UCO Bank, New Majri Branch in terminating the services of Shri Nagraj Laxman Shetty, temporary sub-staff w.e.f. 30-11-1991 is justified and the workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 3 जनवरी, 2011

का.आ. 303—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण /श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/150/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-17012/19/96-आईआर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S.O. 303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No CGIT/ CL/R/150/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 29-12-2010.

[No. L-17012/19/96-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/150/97

Presiding Officer : Shri Mohd. Shakir Hasan

Shri G. K. Sawarkar,
R/o 42, Garam Gadda Road,
Station Bazariya,
Bhopal

....Workman/Union

Versus

The Zonal Manager,
Life Insurance Corp. of India,
Zonal office, Hoshangabad Road,
Bhopal

....Management

AWARD

Passed on this 9th day of December, 2010

1. The Government of India, Ministry of Labour, vide its Notification No. L-17012/19/96-IR (B-II) dated 27-5-97 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of LIC of India in terminating the services of Shri G.K. Sawarkar w.e.f. 1-3-95 and recovery of Rs. 2042 from his is legal and justified ? If not, to what relief the said workman is entitled? ”

2. The workman did not appear in the reference inspite of notice. Lastly the then Tribunal proceeded ex parte against the workman on 3-4-2008.

3. The management appeared and filed vakalatnama. It is orally submitted that there is no statement of claim and therefore there is no dispute. The management has submitted that he does not want to file any Written Statement in the case.

4. Considering the above aspect in the case, it is evident that there is no case of the workman to be answered in the reference. Thus it is a case of no dispute.

5. In the result, no dispute award is passed without any costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 3 जनवरी, 2011

का.आ. 304—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न इंडिया शिप्यार्ड लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2 /10/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-36011/10/2005-आईआर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 3rd January, 2011

S.O. 304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Part II (Ref. No CGIT-2/10 of 2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Western India Shipyard Ltd. and their workman, which was received by the Central Government on 29-12-2010.

[No. L-36011/10/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : K. B. KATAKE, Presiding Officer

Reference No. CGIT-2/10 of 2006

Employers in Relation to the Management of Western India Shipyard Ltd.

The Managing Director
Western India Shipyard Ltd
Mormugao Harbour,
Mormugao
Goa- 403 803.

AND Their Workmen

Shri Neville De Oliveira
Bairo Nobre
Ribandar Patto
IL has
Goa- 403 006.

APPEARANCES:

For the Employer : Mr. K. S. Kerkar, Advocate

For the Workmen : No appearance.

Camp: Goa, dated 24th November, 2010

AWARD

The Government of India, Ministry of Labour & Employment by its order No. L-36011/10/2005-IR (B-II) dated 13-01-2006 in exercise of the powers conferred by clause (d) of sub section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act 1947 have referred the following dispute to this Tribunal for adjudication :-

“Whether the claim of the disputant Shri Neville De Oliveira that he is a workman under Section 2 (s) of the Industrial Dispute Act, 1947, if yes whether the claim of the management of M/s. Western India Shipyard Ltd., Goa to dismiss him from services w.e.f. 24-7-2004 is legal and justified ? If not justified, what relief is the disputant concerned entitled to ?”

2. After receipt of the reference notices were issued to both the parties. The workman Shri Neville De Oliveira has filed his statement of claim at Ex.-5. According to him he is a workman. He had joined services of Western India Shipping Ltd. since October 1995 as a “Supervisor Grade-III Category.” He was confirmed in the service by the management w.e.f. 1/5-1996. By letter dt. 24-9-1996 he was promoted in Grade-0-2 w.e.f. 1-1-97. Considering the performance of the worker, on 1-9-97, they gave an officiating allowance of Rs. 250 to officiate him as ‘Work Perpetrator’. By their letter dt. 1-3-98 the management redesignated the workman as an Engineer Mechanical performing all the jobs. The management also promoted the workman as a Sr. Mechanical Engineer by their letter dt. 1-9-98. It indicates that workman was doing his duties well.

3. The Western India Shipyard Ltd. is a Company engaged in the business of ocean going ship repairs and Ship building. It has various customers including domestic and international clients as well. There are 500 permanent workmen and more than 600 contract employees in its regular and permanent job operation. According to

workman, he was working as a supervisor Grade-III category from 1-11-1995 to 1-7-2002. due to his excellent performance thereafter he was promoted as Assistant Manager w.e.f. 1-7-2002. Workman was Assistant Manager before he was dismissed. However as an Assistant Manager the nature of duties performed by him was manual and that of a workman as defined under Section 2 (s) of the Industrial Disputes Act 1947. According to him, he was unionized member of the Goa Trade and Commercial Workers Union. (AITUC) and was extended the benefit of the wage settlement signed between union/workman and the management of Western India Ship Yard Ltd. on 5-4-2004. The workman was also eligible for Labour welfare benefits such as provident fund, ESI Labour welfare fund and other dues. The workman was required to sign the attendance register alongwith the other permanent employees. He was governed by rules and regulations of Western India Ship Yard Ltd.

4 According to him by a letter dt. 24-7-2004, the management of Western India Ship Yard Ltd. dismissed him stating that his service stands dismissed with immediate effect as Management has lost confidence in him. According to him management alleged that workman had instigated a section of officers and managers to strike and he was found leading the striking employees. It was also alleged that the company sustained heavy loss due to the act of the workman. There is also fear in security and safety of ship and crew members. It was also alleged that provisions of industrial Disputes act were not applicable to the workman. According to him, this letter of dismissal is false and baseless. The allegations therein are false and baseless. He denies those allegations. According to him, the management has issued letter of dismissal without considering his reply or without any inquiry against him. The said action of dismissal is arbitrary and high handed on the part of the management.

5. Immediately after the letter of dismissal, the workman has raised industrial dispute before ALC (C). The workman submitted before the ALC to quash and set aside the order of dismissal and requested to reinstate him in the service with full backwages and continuity in service. The company filed their reply dt. 5-1-2005 contending not to entertain the complaint of the workman and to close to matter stating that second party workman is an officer and not a workman. They also refused to attend the conciliation proceedings. The reply of management was contrary and inconsistent to the statement and averments made by the workman. Management instead of attending the conciliation proceeding, filed another letter dated 21-2-2005 asking Assistant Labour Commissioner (C) not to take cognizance of the complaint filed by the workman. Workman filed his rejoinder denying all the contentions made by the management.

6. Finally Shri Anil Kumar DGM and (Pers & HR) attended the conciliation proceeding on behalf of the management. However, the conciliation proceeding ended in a failure. The workman has no source of income. He is

facing acute financial crisis. According to him, the dismissal of his services by the management is entirely illegal and unjustified and bad in law. Therefore he prays that the order of dismissal dt. 24-7-2004 be quashed set aside. He further prays that he be reinstated in service with full back wages and continuity in service. He also prays for subsistence allowance during the pendency of the matter.

7. The first party i.e. management of Western India Ship Yard Ltd. resisted the statement of claim by filing its written statement at Ex.-9. According to them, the person concerned infact was working as Assistant Manager. He was doing managerial work. He was supervising the work of his subordinates. He used to allot the work to the workmen working under him. He used to supervise their work. He used to report about the day to day work of the workmen. He was supposed to recommend their leave. He used to decide which workman to be retained for overtime work. He used to take action against the workmen whose work was not satisfactory. He was appointed in the supervisory Grade -III Category. Subsequently he was promoted to 0-2 Category which is a supervisory category (Management cadre) from 1-1-98 he was promoted to the post of Junior Mechanical Engineer. Since 1-7-2000, he was promoted as Assistant Manager and is not a 'workman' as defined under Section 2 (s) of the Industrial Disputes Act.

8. They denied the contents in para 3 of the Statement of Claim. According to them, there are 400 workers working with the company. They denied that, they have employed contract workers for regular work. According to them, the Assistant Manager used to take independent decisions about the correctness of the settings after repairs. They denied that the letter of dismissal is arbitrary and illegal. They denied that allegations are false. According to them, Mr. R.S. Singh the then Sr. Vice President on 18-7-2004 had asked for explanation. However second party had refused to give any explanation as he was working in a managerial cadre and not governed by standing orders. He was dismissed, as Company lost faith in him.

9. They denied that they failed to attend before conciliation officer. According to them all the allegations made in the statement of Claim are false. Neither the second party is workman nor he was removed illegally therefore, they pray that reference be rejected.

10. My Learned Predecessor has framed the following issues for my determination. I record my findings thereon for the reasons to follow :

Issues	Findings
1. Whether the second party is a workman ?	No
2. Is the second party entitled for reinstatement and other ancillary reliefs ?	No
3. What order ?	As per final of order

Reasons**Issue No. 1 :-**

11. In the case at hand, sufficient opportunity was given to the second party to lead his evidence by filing his affidavit and affidavit of his witnesses. However he never appeared before the Tribunal therefore, by way of abundant precaution notice was issued to the second party. It remained unserved as second party has left the place. Second party is not attending the proceeding and remained absent since last number of dates therefore, his advocate was also allowed to withdraw his vakalatnama vide purshis Ex-37.

12. In short there is no oral evidence on record. However as there is statement of claim and written statement, Issues were also framed therefore, I would like to decide these issues in the light of pleadings and the material available on record.

13. This issue no. 1 goes to the root of the case. According to the second party he is 'workman'. It is contended in the statement of claim Ex.-5 that he used to do his work manually. However doing one's work manually is not the only test to define whether a person is workman. On the other hand, fact is not disputed even by the second party that at the time of his dismissal he was working as Assistant Manager. the duties and work of Assistant Manager cannot be same as that of a workman. No doubt he was empowered to allot the work to the workers working under him. He was supposed to supervise work of the workers. He was also supposed to make report of day to day work of the workers working under him. From the nature of work, by no stretch of imagination it can be said that the second party was workman as defined in Section 2 (s) of Industrial Disputes Act. On the other hand, he was doing supervisory/ managerial work. Assistant Manager thus cannot be called 'workman' as he is doing supervisory work and drawing basic pay more than Rs. 11,000. The said contention raised in the written statement of first party is not denied by the second party. Neither second party denies the averments by filing his affidavit nor produced any document to show that he was not doing supervisory work as has been alleged in the written statement. On the other hand, his designation as Assistant Manager clearly shows that he was working in a capacity as a managerial staff and he was not a 'workman' as has been alleged. Therefoe I come to the conclusion that the second party is not 'workman' as defined under Section 2(s) of Industrial Disputes Act. Accordingly I decide this issue no. 1 in the negative.

Issue No. 2 :-

14. As the second party is held not a workman, he cannot challenge the legality of his termination before this Tribunal. In short, neither the second party is a workman nor his termination can be challenged before this Tribunal. Therefore, question of reinstatement and other ancillary

relief/benefits does not arise. Accordingly I decide the issue no. 2 in the negative. Thus I pass the following order :

ORDER

Reference stands rejected.

Date: 24-11-2010

Camp : Goa

K. B. KATAKE, Presiding Officer

नई दिल्ली, 4 जनवरी, 2011

का.आ. 305.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 146/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-2011 को प्राप्त हुआ था ।

[सं. एल-20012/104/89-आईआर(सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th January, 2011

S.O. 305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 146/89) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 4-1-2011.

[No. L-20012/104/89-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.I, DHANBAD****In the matter of a reference U/s. 10 (1) (d) (2A) of I. D. Act****Reference No. 1846 of 1989**

PARTIES : Employers in relation to the Management of Saruber Colliery of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT : Shri H. M. Singh, Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Workman : None.

State : Jharkhand.

Industry : Coal.

dated the 20-12-2010

AWARD

By Order No. L-20012/104/89-IR (Coal-I) dated 10-11-89 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“ Whether the action of the management of Sarubera Colliery of C.C. Ltd., P. O. Sarubera, Dist. Hazaribagh by not granting other benefits of CPC such as, casual leave for 12 days, earned leave for 33 days and Gazetted holidays for 18 days to Shri Radha Dusadh, Mining Sirdar w.e.f. 1-12-1971 which he is getting scale of pay under CPC rules is justified ? If not, to what relief the workman concerned is entitled ? ”

2. In this reference case both the parties have filed their respective written statements and documents. The examined two witnesses, namely, MW-1, D.K. Sen and MW-2, V.K. Srivastava on 2-8-1995 and closed its further evidence on 17-4-1997. Thereafter the case was fixed for adducing evidence by the workman. But no evidence was produced on behalf of the workman. Again registered notice was sent on 20-5-2010 fixing the case for adducing evidence by the workman 19-8-2010. But neither party appeared. Then the case was adjourned to 20-10-2010. Even on that date neither the concerned workman nor the sponsoring union appeared inspite of sending registered notice. The management was also not present.

In view of such circumstances the award was reserved for passing of the award on the basis of documents available on record.

3. Perused the records. As per case of the concerned workman it appears that he was appointed in the year 1961 and in course of time he passed Mining Sirdar Certificate in the year 1971. He was promoted to the post of Mining Sirdar Grade -II in the year 1971 and was placed in C.P.C.’s scale of pay, but he was not given the benefits of casual leave, earned and paid holidays as admissible to the employees governed by C.P.C. pay scales, for which he has raised the dispute.

As per case of the management is that in the year 1971 the concerned workman was a Timber Mistry Category-IV in the Wage Board Pay Scale and he was governed by the Certified Standing Orders of M.C.D.C. Ltd. in regard to other service conditions. He was a daily rated worker and he was not a Pre-wage Board monthly rated employee. He was appointed as Mining Sirdar Gr.II w.e.f. 1-12-71 (monthly rated post) by Office Order dated 1-12-71 issued by the Dy. Superintendent of Collieries, Sayal. He was thus a post Wage Board monthly rated employee and he could get leave and other benefits as per the Certified Standing Orders and as per the recommendations of the Central Wage Board to the Coal Industry to the extent accepted by the Central Government. As per the Certified Standing Orders of NCDC and the

recommendations of the Central Wage Board to the Coal Industry to the extent accepted by the Central Govt, he was entitled to earned/annual leave as per Sec. 52 of the Mines Act, 1952, sick leave as recommended by the Wage Board vide para 14 of Chapter XIII of the report of the Central Wage Board for Coal Industry without the benefit of accumulation. He was not entitled to casual leave with pay. The recommendations made by the Wage Board regarding casual leave were not accepted by the Central Government. He was entitled only to 7 paid holidays as already provided in the Manumder Award and subsequent Award and also in para 16 of Chapter XIII of the Wage Board Report.

4. Considering the facts and circumstances stated above, I come to the conclusion that the action of the management of Sarubera Colliery of C.C. Ltd., P.O. Sarubera, Dist. Hazaribagh by not granting other benefits of C.P.C. such as, casual leave for 12 days, earned leave for 33 days and Gazetted holidays for 18 days to Ragha Dusadh, Mining Sirdar w.e.f. 1-12-1971 is justified and the concerned workman is not entitled to any relief.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 4 जनवरी, 2011

का.आ. 306—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 253/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-2011 को प्राप्त हुआ था ।

[सं. एल-20012/147/90-आईआर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th January, 2011

S.O. 306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 253/90) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 4-1-2011.

[No. L-20012/147/90-IR (C-I)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.I, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I. D. Act

Reference No. 253 of 1990

PARTIES : Employers in relation to the Management of Golukdih Open Cast Project of M/s. BCCL

AND
Their Workmen

Present : SHRI H. M. SINGH, Presiding Officer

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : None.

State : Jharkhand. Industry : Coal.

dated the 1st December, 2010

AWARD

By Order No. L-20012/147/90-IR (Coal-I) dated 19-10-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“ Whether the management of Golukdih Open Cast Project under Bastacolla Area of BCCL was justified in not regularising Shri Rama B. P. Chainman as Loading Clerk ? If not, to what relief the workman is entitled to and from what date ? ”

2. The case of the concerned workman is that he is a permanent workman of M/s.B.C.C.Ltd. He was employed on 18-2-1994. His Identity Card No. is 120136. He has been working as Loading Clerk since 12-12-1987 satisfactorily and to the entire satisfaction of all concerned in the Golukdih Open Cast Project of BCCL. After having worked for more than six months regularly he was eligible for being regularised as a loading clerk, but the management did not regularise him. The employer neither paid him wages payable to a loading clerk nor regularised him as such in a most illegal and an unjustified manner. The concerned workman represented several times for his regularisation but without any effect. The union of the workman raised an industrial dispute before A.L.C. (C), Dhanbad which ended in failure and thereafter the dispute was referred to this tribunal for adjudication.

It has been prayed that this Hon’ble Tribunal be pleased to pass an award directing the management to regularise the concerned workman w.e.f. 12-12-1987 with full back wages.

3. The case of the management is that the concerned workman holds the substantive post of a Chainman and is in Technical and Supervisory Grade ‘F’. He belongs to Survey Cadre of Technical & Supervisory Staff. JBCCI has framed Cadre Scheme for promotion of workman belonging to different cadres in the time scales from one post to next higher post. No rule has been framed as far by JBCCI fixing criteria for change of cadre. It is submitted that if persons belonging to one particular cadre is permitted to be promoted or regularised in another cadre, there is bound to be resentment and disturbance of Industrial peace as the persons of that cadre will be deprived off their chance of promotion. Therefore no rule exists for

change of cadre and no workman can demand for his promotion from his existing grade to next higher grade in another cadre by way of regularisation in another cadre. The demand of the concerned workman for his change to loading cadre of clerical staff and for his promotion from Technical and Supervisory Grade ‘F’ to clerical Grade-II and his regularisation as loading clerk will not only cause supersession of his seniors in survey cadre in technical and Supervisory Grade, but also cause Supersession of persons in Loading Cadre and other clerical cadre. Therefore the management can not accede to his demands. The demand of the concerned workman for his regularisation as loading clerk merely on the ground that he performed some jobs of loading clerk for a period of about 5 months also as a temporary stop gap measure, has no merit at all and the same can not be acceded to. Therefore, he is not entitled to any relief.

It has been prayed that the Hon’ble Tribunal be graciously pleased to pass the Award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other’s written statement.

5. The management has produced MW-1, Murari Mohan Ray, who has proved Exts. M-1, M-1/1, M-2 and M-2/1. But no witness has been produced on behalf of the workman though the notice by registered post was sent to the sponsoring union. First notice was sent on 23-7-2010 and second notice was sent on 28-9-2010 but none appeared on behalf of the workman. No evidence was adduced by the workman though the management examined Sri M.M. Ray as MW-1 on 21-10-1994, but that witness was not cross-examined by the workman. After giving adjournments the case was again fixed on 27-8-10 for adducing further evidence on behalf of the management, but none appeared on that date on behalf of the workman, Shri D. K. Verma, Advocate, appearing on behalf of the management closed its evidence. Thereafter, the case was fixed for adducing evidence by the workman. Since none was present on behalf of the workman the evidence of the workman was closed and the argument of the management was heard.

6. Considering the facts and circumstances stated above, I hold that the management of Golukdih Open Cast Project under Bastacolla Area of BCCL was justified in not regularising Shri Rama B. P. Chaninman as Loading Clerk and accordingly the concerned workman is not entitled to any relief.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 4 जनवरी 2011

का.आ. 307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. एम.

पी. डी. आई. एल. के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, धनबाद के पंचाट (संदर्भ संख्या 252/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-11 को प्राप्त हुआ था ।

[सं. एल-20012/64/90-आईआर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th January, 2011

S.O. 307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 252/90) of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CMPDIL, and their workmen, which was received by the Central Government on 4-1-2011.

[No. L-20012/64/90-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

**In the matter of a reference U/s. 10 (1) (d) (2A) of I. D.
Act**

Reference No. 252 of 1990

Parties : Employers in relation to the Management of Central Mine Planning & Design Institute Ltd.

AND

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : Shri B. K. Sinha, Dy. Manager (P)

For the Workman: None.

State : Jharkhand Industry : Coal

dated the 2nd December, 2010

AWARD

By Order No. L-20012/64/90-IR (Coal-I) dated 19-10-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-Section (1) and 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute for adjudication to this Tribunal :—

“ Whether the demand of the workman/union that Shri L.K. Mondal and nine others as per list Annex-D Store Mazdoors should be reinstated with back wages and allowed benefits under NCWA-III is justified ? If so, to what relief these workman are entitled and from which date ?”

ANNEXURE-D

Name of the workman :

1. Shri Banwari Mahto S/o Shri S. Mahto.
 2. Shri Jaibi S/o Shri Dhupal.
 3. Shri N.K. Mondal S/o Shri D.C. Mondal.
 4. Shri Yogendra Thakur S/o Shri Ramavatar.
 5. Shri L. K. Mondal S/o Shri D.C. Mondal.
 6. Shri Deep Chand S/o Shri P. Mahto.
 7. Shri Shayam Nandan S/o Shri P. Lal
 8. Shri Rula Ram S/o Shri R. Ram
 9. Shri Binay Ram S/o Shri K. Ram
 10. Shri Charku S/o Shri Hiralal.

2. The case of the concerned workman, in brief, is that the concerned workman having worked continuously since January, 1983 have been arbitrarily discharged while retaining juniors besides employment of new persons as casual or on voucher payment from time to time, till date, their retrenchment is grossly arbitrary, illegal and void. In the eye of law the workmen are factually are legally entitled to reinstatement and regularisation in Category-I with retrospective effect of their orginal date of engagement with full back wages and attendant service benefits.

3. The case of the management, in brief, is that the engagement of the casuals and contract workers are wholly de-centralised and their engagements are made by the concerned unit only subject to the requirement arising out of casual exigencies of work like bush/grass cutting, loading and unloading of store materials, etc. and nowhere it is anyhow related with deployment of casual/contract workers of the other units/establishments of CMPDIL. The engagement of such casual/contract workers, arising out of the exigencies of work remains continued till the demand of the work is there and their services are dispensed with when such nature of casual work is over. In such circumstances, the concerned workmen are not entitled to get any relief.

4. The concerned workmen represented till 30-6-1996. After that they have not represented though registered notice was sent to them on 22-7-2010 and again on 28-9-10 fixing the date for adducing evidence by the workman. But none represented on behalf of the workmen, though the representative of the management appeared. In such circumstances the evidence of the workmen was closed and the case was reserved for passing of the award and the parties were directed to file written argument within 15 days, if they so desired. But no written argument was filed by the workman. Therefore, it seems that neither the sponsoring union nor the concerned workman are interested to contest the case.

5. Accordingly, I render a 'No Dispute' award in the present industrial dispute.

H.M. SINGH, Presiding Officer

नई दिल्ली, 4 जनवरी, 2011

का.आ. 308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-2, धनबाद के पंचाट (संदर्भ संख्या 49/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/36/2006-आई आर (सीएम-I)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th January, 2011

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 4-1-2011.

[No. L-20012/36/2006-IR (CM-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT: SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947

REFERENCE No. 49/2006

PARTIES: Employers in relation to the management of Barora Area-I of M/s. BCCL and their workmen.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. B. M. Prasad, Advocate.

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 16th Dec., 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/36/2006-IR (CM-I), dated 10-7-2006/28-7-2006.

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union from the management of BCCL Barora Area-I

that Sh. Ramdhir Ram be given grade ‘A’ w.e.f. 27-10-97 and Spl. Gr. w.e.f. 1-1-2001 with all consequential benefits is justified? If so, to what relief is the workman entitled?”

2. The instant case as sponsored by the union concerned relates to the claim of Shri Ramdhir Ram for giving him Grade ‘A’ and Special Grade with effect from 27-10-97 and 1-1-2001 with all consequential benefits respectively.

3. On going through the case record I find the case was running for filling W.S. -cum-rejoinder on behalf of the management as well as for an order over the petition (dated 12-11-2009) filed on behalf of the workman concerning his uninterestedness to contest the case with the prayer to pass ‘No dispute’ Award.

4. Despite the registered notices dated 20-10-2010, the representative of the workman did not appear. Shri B. M. Prasad, Ld. Advocate for the management is present. The case record discloses the facts that the workman had filed a petition dated 12-10-2009 which was seen by Shri B.M. Prasad, Ld. Advocate for the management on 16-12-2010 which is under the signature of the workman Ramdhir Ram, stating therein that the workman is not interested to contest the case, hence ‘No dispute’ Award be passed. No objection to it was raised on behalf of the aforesaid Ld. Counsel for the management.

5. Considering the aforesaid facts and circumstances, I find and hold that workman Shri Ramdhir Ram, whose cause was sponsored by the union concerned for his upgrading, himself appears to be disinterested or unwilling to present with his case. So it is not pertinent to carry on the proceeding. Therefore, it is closed and accordingly order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 जनवरी, 2011

का.आ. 309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-2, धनबाद के पंचाट (संदर्भ संख्या 58/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/276/2004-आई आर (सी-I)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th January, 2011

S.O. 309 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2005) of the Central Government Industrial Tribunal-cum-Labour

Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 4-1-2011.

[No. L-20012/276/2004-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT: SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947

REFERENCE No. 58/2005

PARTIES: Employers in relation to the management of Lodna Colliery of M/s. BCCL and their workmen.

APPEARANCES:

On behalf of the workman : Mr. Ram Ratan Ram,

Advocate

On behalf of the employers : Mr. D. K. Verma,

Advocate.

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 7th Dec., 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/276/2004-IR(C-I), dated, the 2nd June, 2005.

SCHEDULE

“Whether the action of the management of Lodna Colliery of M/s. BCCL in dismissing Sri Brahmdeo Bhuiya, M/L, is justified? If not, to what relief is the concerned workman entitled ?”

2. The case of the workman as sponsored by the Union in brief is that the workman Brahmdeo Bhuiya bearing personnel No. 02621837, Miner/Loader was a permanent employee in Lodna Colliery since 18-7-1979. He had been performing his job sincerely, regularly and punctuality and never neglecting his duty but the management alleging against him for unauthorised absence from his duty issued Chargesheet No. L-130/02 dated 3-10-02. He submitted his satisfactory reply to the Chargesheet that he had been absent from his duty from 30-6-2002 due to severe illness of his son and wife and for his illiteracy, he could not inform the management of it, being unaware of the normal rules of the Company. Though he several times represented himself before the authority concerned to resume his service yet his grievance went unheard. Meanwhile the management dismissed him from his service with effect from 18-7-2003

without rhyme or reason as well as without domestic enquiry. So his dismissal was unjustified in the eye of law. So the workman has claimed for his reinstatement in service with his full back wages.

3. On the other hand the pleadings of the management is that the workman is a permanent employee of Lodna Colliery working as Miner/Loader since 18-7-1979 and as per Form B Register his date of birth is 21-4-1954. The workman began to habitually absent without information and sufficient cause as in the last previous years 2000, 2001, 2002 in which his attendance were 228, 149 and 7 days respectively. In the year 2001 the management allowed him to resume his duty with minor punishment of deduction of one S.P.R.A. Despite the punishment the workman did not improve his attendance and again began to absent from his duty with effect from 3-6-2002, for which he was chargesheeted 3-10-2002 (Ext. M-2). Despite the service of the chargesheet upon the workman, no reply was submitted on his behalf. So the management decided to hold a departmental enquiry and accordingly Shri S. Surin, Personnel Manager of Lodna Colliery as Enquiry Officer was appointed and according the domestic enquiry was held in accordance with the principle of natural justice. Further alleged, despite the several notices even through registered post, and notices having been pasted in the Notice Board, the workman did not appear before the Enquiry Officer to participate in the enquiry without any sufficient cause. It resulted in conducting an exparte enquiry in which the Enquiry Officer found him guilty of the charges levelled against him and submitted the enquiry report, upon which the Disciplinary Authority issued second show cause notice to the workman, who did not submit any representation; thereafter the workman was dismissed for his proved misconduct. As such his dismissal was quite legal and justified. It was urged on behalf of the management to firstly decide the fairness of the domestic enquiry as a preliminary issues and if enquiry is found not fair and proper and then the management be allowed to adduce evidence afresh.

FINDING WITH REASONS

4. In the instant case under adjudication, I find on the admission of the sponsoring union as per the petition dated 6-12-2007 that the union accepted the enquiry fair and proper. Secondly relevant documents particularly related to the domestic enquiry which is utterly exparte, having marked as exhibits for the management. Accordingly the domestic enquiry as preliminary issue was held by this Tribunal as fair, proper and in accordance with the principle of natural justice as per order dated 31-1-2008.

5. On the consideration of admitted facts of the domestic enquiry I find that the domestic enquiry though proceeded exparte yet inspite of several notices (five notices) (Ext. M-3 series) having been issued by the Enquiry Officer Sri H. Surin, Personnel Manager of Lodna Colliery by virtue of his appointment by the Manager concerned as per the

Office Order dated 10-12-2002 (Ext. M-1) though the concerned workman Brahmdeo Bhuiya, Miner/Loader did not appear. A Memo of charge dated 3-10-2002 (Ext. M-2) which is alleged to have been issued to the concerned workman on his working place address, alleges that he had over stayed for 78 days from 1-7-2002 to 1-10-2002 without permission/information to the competent authority amounting to misconduct under clause 26-1-1 of the C.S.O.(Certified Standing Order of the Company) after granting his 4 days leave from 26th to 29th June, 2002. The enquiry proceedings dated of relevant 4 days (Ext. M-4) all along indicate the absence of the concerned workman Brahmdeo Bhuiya before the aforesaid Enquiry Officer and at last it culminated into the submission of his enquiry report dated 26-6-2003 (Ext. M-5) against the workman by holding him guilty of the said charges as habitual absentee. The enquiry report palpably proves his attendance 228, 149 and 7 days in the previous years (including disputed year 2002) 2000, 2001 and 2002 respectively. It deals with 18-12-2001, 24-05-2002 and deductions of one S.P.R.A. under the heads “Date of absence, date of joining and punishment noted against the year 2001 in which the workman was in attendance for 149 days but it does not justify anywhere else the reasons of the deduction of the aforesaid S.P.R.A. So the Enquiry Report itself appears to be too ambiguous in the term of the English Calendar year. The Enquiry Officer concerned holding him guilty also held him a habitual absentee labourer but it does not stand proved in view of his aforesaid attendance for the previous two years, namely 2000, 2001 respectively rather it proves the continuous service of the workman as a Miner/Loader who works in the underground Mines as defined under Section 25B of the I.D. Act, 1947. Admittedly, the status of the concerned workman as permanent Miner/Loader is undisputable.

6. In this proceeding, I find that the dismissal order (Ext. M-7) was passed by the Project Officer of Lodna Colliery to the concerned workman Brahmdeo Bhuiya, following the submission of the aforesaid enquiry report by the Enquiry Officer Shri H. Surin, Personnel Manager of Lodna Colliery, the Certified Standing Order under clause 6.13 under the head “Employer” means as defined or assigned to in Section 2(d) of the Industrial Employment (Standing Orders) Act, 1946 which means the owner of the Industrial Establishment and also includes authority appointed by such Government or any person responsible to the owner for the supervision and control of the Industrial Establishment but as I think, it does not include the Project Officer of the aforesaid Colliery as an employer, so the dismissal of this person, permanent Miner/Loader by the Project Officer of the Colliery is quite null and void.

7. In view of the aforesaid materials available on the case record I find that the concerned workman was never earlier charged for any absenteeism. So the allegation against him to be a habitual absentee from his duty seems to be untenable.

8. In the result, I find and hold that the action of the management of Lodna Colliery of M/s. BCCL in dismissing Sri Brahmdeo Bhuiya, M/L is illegal and unjustified. Consequently, he is entitled to reinstatement in his service from the date of his dismissal with continuity of service but without any back wages. The management is directed to reinstate the concerned workman in his service within three months from the date of the publication of award in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 जनवरी 2011

का.आ. 310.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, सं-2 धनबाद के पंचाट (संदर्भ संख्या 07/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-2011 को प्राप्त हुआ था ।

[सं. एल-20012/406/2000-आई आर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th January, 2011

S.O. 310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2001) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 4-1-2011.

[No. L-20012/406/2000-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present:- SHRI KISHORI RAM, Presiding Officer

**In the matter of an Industrial Dispute under Section 10(1)
(d) of the I.D. Act, 1947**

REFERENCE No. 7 of 2001

Parties: Employers in relation to the management of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. T.P. Jha, Advocate.

On behalf of the employers : Mr. D.K. Verma, Advocate.

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 15th December, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/406/2000-IR (C-I), dated 12th January, 2001.

SCHEDULE

“Whether the action of the management in not regularising Sri Jai Prakash Thakur as a Clerk w.e.f. 30-3-92 is justified? If not, to what relief is the workman entitled?”

2. This case relates to the regularisation of Sri Jai Prakash Thakur as a Clerk w.e.f. 30-3-92 under the management of M/s. BCCL.

3. From perusal of the case record I find that the present case under adjudication was running at the stage of hearing argument. Meanwhile copy of office order Vide Ref.No. BCCL/GM/LA/PER 2009/3400 dated 20/24-4-09 filed on behalf of the management with submission that the workman J.P. Thakur has been regularised in Clerical Grade-III, as communicated by the G.M. (P&IR) Koyla Bhawan vide Office Order No. BCCL/GM/P&IR)/SECY/09/158 dated 28-2-2009 subject to the terms and condition as stated therein.

4. So, no longer the aforesaid industrial dispute under reference exists for adjudication by this Tribunal because the workman concerned has been regularised as a Clerk Grade-III. Under this circumstances, the case is closed and accordingly order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 जनवरी 2011

का.आ. 311—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पैरामाउण्ट एयरवेज के प्रबंधित के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 61/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/73/2007-आई आर (सी-I)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 311.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 61/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of M/s. Paramount Airways and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-11012/73/2007-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 16th December, 2010

Present: A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 61/2007

[In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Paramount Airways and their Workman]

Between

Sri N. Ananth Kumar : 1st Party/Petitioner
Vs.

The General Manager (HR) : 2nd Party/Management
Paramount Airways
Alexander Square
No. 34/35, Sardar Patel Road,
Chennai-600032

Appearance:

For the 1st Party/Petitioner : M/s. S. Gunaseelan & C. Venkatesan, Advocates.

For the 2nd Party/Management : Sri Patrick Ryan,
Advocate.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/73/2007-IR(CM-I) dated 25-10-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Paramount Airways Pvt. Ltd. Chennai in discharging the services of Sri N. Anantha Kumar, Cabin Helper w.e.f 9-09-2006 is justified and legal? If not, to what relief is the concerned workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 61/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their petition under Section 2(A) (2) and Counter Statement as the case may be.

3. The averments in the petition necessary for the decision are stated below:

The petitioner entered service under the Respondent on 26-05-2006 on the issuance of an appointment order. He joined as a Cabin Helper and has been drawing a monthly salary of Rs. 6,000. He had been under Contractor, Universal Service under Jet Airways. While so, one Mr. Kevin Jinnu, Cabin In-charge and Technician of Respondent contracted petitioner through petitioner's superior. On demand of Mr. Kevin Jinnu and believing his assurance of better salary, direct employment with the Respondent Company, job security and other advantages petitioner resigned from Jet Airways and joined Respondent Airways. Appointment order does not whisper it as temporary or contractual in nature. Petitioner has been working over 12 hours a day without availing any statutory leave or other facilities. For the first 3 months he was not given salary, which if pressurized for he was threatened to be discounted from work. The same later paid in the 4th month was actually lesser than that had been promised. The Management got irritated and wanted to victimize him. His service was terminated on 8-9-2006 without any notice. He has not committed any misconduct. No enquiry was conducted on the basis of any charge-sheet issued. His termination is illegal and void. To a legal notice dated 20-09-2006 no response was found. Hence the ID raised, which having failed the reference is occasioned. He has not been employed elsewhere after his termination. Hence the termination is to be set aside and he be reinstated with all benefits.

4. The allegations in the Counter Statement necessary for adjudication are as follows:

To tide over emergencies certain standard appointment orders are issued other than from the Corporate Office for deploying workmen at Airport for peripheral work such as House Keeping, Security, etc. Their regularization is done by Corporate Office on merits. Petitioner was appointed in the above manner to clean the interiors of the Aircraft without following normal procedure of recruitment. He was recruited for the specific purpose of cleaning, etc. on account of inability of the Contractor to supply sufficient Cabin Helpers. The fact was not communicated to the Corporate Office and his salary of Rs. 3,000 per month could not be released in time. The Contractor later made good the shortage of Cabin Helpers. Hence he was discharged. Having not admittedly put in 240 days of service, no condition is to be fulfilled preceding discharge. An appointment order was issued to him to enable him get entry pass in the Airport. It is denied that he worked for 12 hours in a day. His attempt is to enter into service through devious backdoor method. His salary has not been Rs. 6,000 per mensem. He accepted by cheque Rs. 8,842 towards salary for 3 months without demur. Mr. Kevin Jinnu, Cabin In-charge is not authority to decide

service matters of the Management. It is denied that he made any commitment to the petitioner. When the contingency was over petitioner's contingent appointment reached its logical conclusion. He has not committed any misconduct. He was only discharged on account of redundancy as the contingency was over. He had worked only for 90 days. He is under the employment of some other agency. The petition is to be dismissed.

5. The points for consideration are:

- (i) Whether the discharge of the petitioner from the service of the Management is justified and legal?
- (ii) To what relief the concerned workman is entitled?

6. Evidence consists of the oral evidence of WW1 and WW2 and Ex. W1 to Ex. W7 on the petitioner's side and that of MW1 and Ex. M1 to Ex. M7 on the side of the Respondent.

Points (i) & (ii)

7. As per Memo dated 5-06-2009 filed by the petitioner's counsel in ID 61/2007 the evidence of WW2, Sri C. Kannan claiming to be a Driver under the Management is sought to be treated as common witness in all the IDs viz. 61/2007, 62/2007 and 63/2007.

8. By way of common arguments it is argued on behalf of the petitioners in ID 61/2007, ID 62/2007 and ID 63/2007 that Ex. W2-Appointment Order issued separately to each individual workman partakes the characteristic of an appointment of permanent nature. The appointment is w.e.f. 29-05-2006. They had been previously employed as Cabin Helper under Jet Airways. They were called to the Respondent Airways and were thus engaged. They were issued ID Cards by the Management. They have been illegally terminated w.e.f. 8-9-2006 without following the legal formalities under the notion that the appointment is temporary in nature. Though there is an agreement marked as Ex. M1 between the Management and M/s. P.S.M. Aviation (P) Ltd. as Contractor, the so-called Contractor has not been impleaded. Except for the Ex. M1-Contract Agreement there is no evidence at all to substantiate anything respecting it to show the existence or otherwise of any contractual obligations inter se the parties thereby. Ex. M2 is shown as the usual format of appointment order issued by the Management. The learned counsel continued to argue that the petitioners are neither contract workers nor casual employees but are permanent appointees. They were appointed under the recommendation of Kevin Jinnu, Officer of the Respondent Management. He has not been examined to disprove the claim of the petitioners. The discharge of petitioners in without any enquiry and the petitioners are entitled to be reinstated.

9. The contra arguments on behalf of the Respondent are that the appointment of the petitioners was on a contingency of inability of the Contractor to supply sufficient Cabin Helpers, which when was over they have been discharged. Their appointment was not on the normal norms or procedure of recruitment. The Ex. W2 Appointment order is not a permanent Appointment Order as can be found on a contrast with the usual format of appointment Order marked as Ex. M2. Petitioners have not completed 240 days in a Calendar Year prior to dispensation of services. Compliance with Section-25F of the ID Act does not arise. The Appointment Order was issued to enable petitioners to get security clearance by the Ministry of Civil Aviation. It does not have the trappings of a permanent Appointment Order. Petitioners were to have examined Mr. Kevin Jinnu to establish their case. Their wages were Rs. 3,000 per month and not Rs. 6,000 as claimed. The attempt of the petitioners is to get into service through backdoor.

10. While the case of the petitioners is that they are appointees on permanent basis under the Management the same proposition of fact is keenly denied by the Management. Petitioners seek to rely on Ex. W2-Appointment Order under which they claim to have been appointed on a permanent basis. In order to resolve the controversy in the ID a decision centering around the genuineness or validity of Ex. W2-Appointment Order is the crucial factor. On a contrast with Ex. M2-Usual format of Appointment Order as claimed by the Management discernibly both are a bit different in pari-materia. Ex. W2-Appointment Order issued to petitioner appears to be a truncated part of Ex. M2 issued by the Management Ex. W2 conveys the petitioner an idea that they are appointed on a regular basis with liability for superannuation at the age of 58 years. The Management has no dispute that the Appointment Order in question was not issued to the petitioners and not by them. According to them it was issued on a contingency of insufficient number of Cabin Helpers supervening to be provided by the Contractor. When the contingency was over they were discharged and it is a discharge simplicitor and the provisions of the ID Act are not applicable to the same. The further case of the Management is that the Appointment Orders were issued to them to enable them to get security clearance from the Ministry of Civil Aviation. Their case again is that petitioners have not completed 240 days continuous service within a period of 12 Calendar Months preceding termination and therefore under no stretch of imagination they could be thought of having blossomed right for regularization.

11. Here the case is not for regularization as such but for reinstatement. Going by the Appointment Orders what appears is that with the couched words therein the petitioners have been led to be carried away by a belief of

they being appointed on a permanent basis under the Management. The Appointment Order does not whisper the nature of the appointment either as contractual or casual in nature. The Appointment Order specifies the age at which the appointees shall superannuate from service i.e. as 58 years. It is at this juncture that the petitioners have happened to be discharged from service. It is not a dismissal under a disciplinary proceeding after an enquiry. There is no stigma against the petitioners.

12. Despite all these contentions as above the question is whether the discharge of the petitioners is legal and justified. When the appointment is neither casual nor contractual and in as much as the appointment order conveys an idea of an appointment of a permanent nature conferred on the petitioners, in the absence of mention of prevalence of any contingency as the background for the appointment and the fact that the Appointment Order makes it clear that the petitioners are to retire at the age of 58 years it is hardly possible to reasonably or legitimately conclude that the petitioners have been appointed on a temporary basis. From the nature of the Appointment Order issued it is apt to hold that they are treated as appointees on a permanent basis. Therefore, they are not with the mandatory and statutory requirement of having to complete 240 days of service so as to presume them to have completed continuous service of 1 year for entitlement of the benefits under Section-25F of the ID Act. Even without any such presumption they are just to be considered as permanent employees as their appointment orders give them such a conviction that they are permanently appointed. The evidence let in by the Management is too inadequate or unconvincing to lead to a contra view. What we are concerned with in this adjudication process is regarding the legality and justifiability of the discharge of the petitioners from service. When workmen in permanent service or deemed permanent service are discharged, the conditions under Section-25F of the ID Act have to be followed which have not been complied with in the matter of discharge of the petitioners from service. Therefore, the discharged of the petitioners amounts to retrenchment and the same is liable to be set aside and the petitioners are to be reinstated into service forthwith and it is ordered accordingly. After such reinstatement if by reason of the couching of the appointment orders issued to them in a manner as are different from the usual formats of the appointment orders and therefore the same further require to be made in the form or in consonance with the usual practice, for want of which the appointment cannot be made substantive, regularized or the workmen cannot be absorbed into the service, the Management is at liberty to decide by itself in accordance with what is proper and legal as well as in accordance with the recruitment procedure and norms thereof. As it is and on the facts the workmen

are entitled to be reinstated for violation of Section-25F of the ID Act and thereafter it is open to the Management to deal with them as mentioned above and according to law.

13. The reference is answered accordingly.

(Dictated to the P. A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th December, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1 Sri N. Ananthakumar
WW2, Sri C. Kannan

For the 2nd Party/Management : MW1, Sri K. Vijaya Kumar

Documents Marked:

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	12-04-2006	Copy of the Registration letter to Universal Company in Tamil and signed by the 1st Party/ Petitioner.
Ex.W2	26-05-2006	Copy of the Appointment Order issued by the 2nd Respondent.
Ex.W3	-	Copy of the daily permit pass issued by the Bureau of Civil Aviation.
Ex.W4	-	Copy of the University Company Identity Card.
Ex.W5	20-09-2006	Copy of the legal notice issued by the petitioner in English to Respondent.
Ex.W6	9-08-2006	Copy of the letter demanding salary from the Respondent.
Ex.W7	-	Copy of the application to Labour Commissioner.

On the Management's side

Ex.No.	Date	Description
Ex.M1	-	Copy of agreement between Respondent Management and PSM Aviation to supply Cabin Helpers.
Ex.M2	-	Copy of the specimen regular appointment order of 2nd party.

Ex.M3	26-05-2006	Copy of the Appointment Order issued to the 1st Party.
Ex.M4	-	Letter issued by the 1st Party to the 2nd Party claiming wages with endorsement of 2nd Party dated 9-8-2006.
Ex.M5	6-09-2006	Copy of the IDBI cheque No. 013305 dated 6-9-2006 for Rs. 8,842 towards wages for 3 months.
Ex.M6	22-01-2007	Copy of the failure report in RC No. B/589/06 issued by the Labour Officer-III of Government of Tamil Nadu.
Ex.M7	-	Copy of the authorization given to Sri K. Vijaya Kumar to represent on behalf of the 2nd Party.

नई दिल्ली, 5 जनवरी 2011

का.आ. 312—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स पैरामाउण्ट एयरवेज के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 63/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/71/2007-आई आर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 312.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 63/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Paramount Airways and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-11012/71/2007-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 16th December, 2010

PRESENT : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 63/2007

[In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Paramount Airways and their Workmen]

BETWEEN

Sri N. Arumugam : 1st Party/Petitioner

Vs.

The General Manager (HR), : 2nd Party/Management
 Paramount Airways,
 Alexander Square,
 No. 34/35, Sardar Patel Road,
 Chennai-600 032

APPEARANCE:

For the 1st Party/Petitioner : M/s. S. Gunaseelan &
 C. Venkatesan,
 Advocates.

For the 2nd Party/Management : Sri Patrick Ryan,
 Advocate.

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/71/2007-IR(CM-I) dated 26-10-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Paramount Airways Pvt. Ltd., Chennai in discharging the services of Sri N. Arumugam, Cabin Helper w.e.f. 9-9-2006 is justified and legal? If not, to what relief is the concerned workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 63/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their petition under Section 2(A) (2) and Counter Statement as the case may be.

3. The averments in the petition necessary for the decision are stated below:

The petitioner entered service under the Respondent on 26-05-2006 on the issuance of an appointment order. He joined as a Cabin Helper and have been drawing a monthly salary of Rs. 6,000. He had been under Contractor, Universal Service under Jet Airways. While so, one Mr. Kevin Jinnu, Cabin In-charge and Technician of Respondent contracted petitioner through petitioner's superior. On demand of Mr. Kevin Jinnu and believing his assurance of better salary, direct employment with the Respondent Company,

job security and other advantages petitioner resigned from Jet Airways and joined Respondent Airways. Appointment order does not whisper it as temporary or contractual in nature. Petitioner had been working over 12 hours a day without availing any statutory leave or other facilities. For the first 3 months he was not given salary, which if pressurized for he was threatened to be discontinued from work. The same later paid in the 4th month was actually lesser than that had been promised. The Management got irritated and wanted to victimize him. His service was terminated on 8-09-2006 without any notice. He has not committed any misconduct. No enquiry was conducted on the basis of any charge-sheet issued. His termination is illegal and void. To a legal notice dated 20-09-2006 no response was found. Hence the ID raised, which having failed the reference is occasioned. He has not been employed elsewhere after his termination. Hence the termination is to be set aside and he be reinstated with all benefits.

4. The allegations in the Counter Statement necessary for adjudication are as follows:

To tide over emergencies certain standard appointment orders are issued other than from the Corporate Office for deploying workmen at Airport for peripheral work such as House Keeping, Security, etc. Their regularization is done by Corporate Office on merits. Petitioner was appointed in the above manner to clean the interiors of the Aircraft without following normal procedure of recruitment. He was recruited for the specific purpose of cleaning, etc. on account of inability of the Contractor to supply sufficient Cabin Helpers. The fact was not communicated to the Corporate Office and his salary of Rs. 3,000 per month could not be released in time. The Contractor later made good the shortage of Cabin Helpers. Hence he was discharged. Having not admittedly put in 240 days of service, no condition is to be fulfilled preceding discharge. An appointment order was issued to him to enable him get entry pass in the Airport. It is denied that he worked for 12 hours in a day. His attempt is to enter into service through devious backdoor method. His salary has been Rs. 6,000 per mensem. He accepted by cheque Rs. 8,842 towards salary for 3 months without demur. Mr. Kevin Jinnu, Cabin In-charge is not authority to decide service matters of the Management. It is denied that he made any commitment to the petitioner. When the contingency was over petitioner's contingent appointment reached its logical conclusion. He has not committed any misconduct. He was only discharged on account of redundancy as the contingency was over. He had worked only for 90 days. He is under the employment of some other agency. The petition is to be dismissed.

5. The points for consideration are:

- (i) Whether the discharge of the petitioner from the service of the Management is justified and legal?
- (ii) To what relief the concerned workman is entitled?

6. Evidence consists of the oral evidence of WW1 and WW2 and Ex. W1 to Ex. W7 on the petitioner's side and that of MW1 and Ex. M1 to Ex. M7 on the side of the Respondent.

Points (i) & (ii)

7. As per Memo dated 5-6-2009 filed by the petitioner's counsel in ID 63/2007 the evidence of WW2, Sri C. Kannan claiming to be a Driver under the Management is sought to be treated as common witness in all the IDs viz., 61/2007, 62/2007 and 63/2007.

8. By way of common arguments it is argued on behalf of the petitioners in ID 61/2007, ID 62/2007 and ID 63/2007 that Ex. W2—Appointment Order issued separately to each individual workman partakes the characteristic of an appointment of permanent nature. The appointment is w.e.f. 29-05-2006. They had been previously employed as Cabin Helper under Jet Airways. They were called to the Respondent Airways and were thus engaged. They were issued ID Cards by the Management. They have been illegally terminated w.e.f. 08-09-2006 without following the legal formalities under the notion that the appointment is temporary in nature. Though there is an agreement marked as Ex. M1 between the Management and M/s. P.S.M. Aviation (P) Ltd. as Contractor, the so-called Contractor has not been impleaded. Except for the Ex. M1—Contract Agreement there is no evidence at all to substantiate anything respecting it to show the existence or otherwise of any contractual obligations interse the parties thereby. Ex. M2 is shown as the usual format of appointment order issued by the Management. The learned counsel continued to argue that the petitioners are neither contract workers nor casual employees but are permanent appointees. They were appointed under the recommendation of Kevin Jinnu, Officer of the Respondent Management. He has not been examined to disprove the claim of the petitioners. The discharge of petitioners is without any enquiry and the petitioners are entitled to be reinstated.

9. The contra arguments on behalf of the Respondent are that the appointment of the petitioners was on a contingency of inability of the Contractor to supply sufficient Cabin Helpers, which when was over they have been discharged. Their appointment was not on the normal norms or procedure of recruitment. The Ex. W2 Appointment order is not a permanent Appointment Order as can be found on a contrast with the usual format of appointment order marked as Ex. M2. Petitioners have not completed 240 days in a Calendar Year prior to dispensation of

services. Compliance with Section-25F of the ID Act does not arise. The Appointment Order was issued to enable petitioners to get security clearance by the Ministry of Civil Aviation. It does not have the trappings of a permanent Appointment Order. Petitioners were to have examined Mr. Kevin Jinnu to establish their case. Their wages were Rs. 3,000 per month and not Rs. 6,000 as claimed. The attempt of the petitioners is to get into service through backdoor.

10. While the case of the petitioners is that they are appointees on permanent basis under the Management the same proposition of fact is keenly denied by the Management. Petitioners seek to rely on Ex. W2—Appointment Order under which they claim to have been appointed on a permanent basis. In order to resolve the controversy in the ID a decision centering around the genuineness or validity of Ex. W2—Appointment Order in the crucial factor. On a contrast with Ex. M2—Usual format of Appointment Order as claimed by the Management discernibly both are a bit different in pari-materia. Ex. W2—Appointment Order issued to petitioner appears to be a truncated part of Ex. M2 issued by the Management. Ex. W2 conveys the petitioner an idea that they are appointed on a regular basis with liability for superannuation at the age of 58 years. The Management has to dispute that the Appointment Order in question was not issued to the petitioners and not by him. According to them it was issued on a contingency of insufficient number of Cabin Helpers supervening to be provided by the Contractor. When the contingency was over they were discharged and it is a discharge simplicitor and the provisions of the ID Act are not applicable to the same. The further case of the Management is that the Appointment Orders were issued to them to enable them to get security clearance from the Ministry of Civil Aviation. Their case again is that petitioners have not completed 240 days continuous service within a period of 12 Calendar Months preceding termination and therefore under no stretch of imagination they could be thought of having blossemed right for regularization.

11. Here the case is not for regularization as such but for reinstatement. Going by the Appointment Orders what appears is that with the couched words therein the petitioners have been led to be carried away by a belief of they being appointed on a permanent basis under the Management. The Appointment Order does not whisper the nature of the appointment either as contractual or casual in nature. The Appointment Order specifies the age at which the appointees shall superannuate from service i.e. as 58 years. It is at this juncture that the petitioners have happened to be discharged from service. It is not a dismissal under a disciplinary proceeding after an enquiry. There is no stigma against the petitioners.

12. Despite all these contentions as above the question is whether the discharge of the petitioners is legal and justified. When the appointment is neither casual nor

contractual and in as much as the appointment order conveys an idea of an appointment of a permanent nature conferred on the petitioners, in the absence of mention of prevalence of any contingency as the background for the appointment and the fact that the Appointment Order makes it clear that the petitioners are to retire at the age of 58 years it is hardly possible to reasonably or legitimately conclude that the petitioners have been appointed on a temporary basis. From the nature of the Appointment Order issued it is apt to hold that they are treated as appointees on a permanent basis. Therefore, they are not with the mandatory and statutory requirement of having to complete 240 days of service so as to presume them to have completed continuous service of 1 year for entitlement of the benefits under Section-25F of the ID Act. Even without any such presumption they are just to be considered as permanent employees as their appointment orders give them such a conviction that they are permanently appointed. The evidence let in by the Management is too inadequate or unconvincing to lead to a contra view. What we are concerned with in this adjudication process is regarding the legality and justifiability of the discharge of the petitioners from service. When workmen in permanent service or deemed permanent service are discharged, the conditions under Section-25F of the ID Act have to be followed which have not been complied with in the matter of discharge of the petitioners from service. Therefore, the discharge of the petitioners amounts to retrenchment and the same is liable to be set aside and the petitioners are to be reinstated into service forthwith and it is ordered accordingly. After such reinstatement if by reason of the couching of the appointment orders issued to them in a manner as are different from the usual formats of the appointment orders and therefore the same further require to be made in the form or in consonance with the usual practice, for want of which the appointment cannot be made substantive, regularized or the workmen cannot be absorbed into the service, the Management is at liberty to decide by itself in accordance with what is proper and legal as well as in accordance with the recruitment procedure and norms thereof. As it is and on the facts the workmen are entitled to be reinstated for violation of Section-25F of the ID Act and thereafter it is open to the Management to deal with them as mentioned above and according to law.

13. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th December, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:—

For the 1st Party/Petitioner : WW1 Sri N. Arumugam
WW2, Sri C. Kannan

For the 2nd Party/Management : MW1, Sri K. Vijay Kumar

Documents Marked:

On the Petitioner's side

Ex.No.	Date	Description
Ex.W1	26-05-2006	Copy of the Appointment Order
Ex.W2	02-06-2006	Copy of the daily Permit Card issued by the Bureau of Civil Aviation
Ex.W3	-	Copy of the Universal Service Identity Card
Ex.W4	09-06-2006	Copy of the Temporary Pass issued by the Jet Airways
Ex.W5	28-03-2007	Copy of the Conciliation Failure Report
Ex.W6	09-08-2006	Copy of the letter to Vice-President, Sri Gopalakrishnan
Ex.W7	20-09-2006	Copy of the legal notice.

On the Management's side

Ex.No.	Date	Description
Ex.M1	-	Copy of agreement between Respondent Management and PSM Aviation to supply Cabin Helpers
Ex.M2	-	Copy of the specimen regular appointment order of 2nd party
Ex.M3	26-05-2006	Copy of the Appointment Order issued to the 1st Party
Ex.M4	-	Letter issued by the 1st Party to the 2nd Party claiming wages with endorsement of 2nd Party dated 09-08-2006
Ex.M5	06-09-2006	Copy of the IDBI cheque No. 013305 dated 06-09-2006 for Rs. 8,842 towards wages for 3 months
Ex.M6	22-01-2007	Copy of the failure report in RC No. B/590/06 issued by the Labour Officer-III of Government of Tamil Nadu.
Ex.M7	-	Copy of the authorization given to Sri K. Vijaya Kumar to represent on behalf of the 2nd Party

नई दिल्ली, 5 जनवरी, 2011

का. आ. 313.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स पैरामार्ट एयरवेज के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 62/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल. 11012/72/2007-आई आर (सीएम-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S. O. 313.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of M/s. Paramount Airways and their workman, which was received by the Central Government on 5-1-2011.

[No. L-11012/72/2007-IR (CM-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 16th December, 2010

PRESENT : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 62/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Paramount Airways and their Workman)

BETWEEN

Sri G. Sankar Ganesh 1st Party/Petitioner

Vs.

The General Manager (HR) 2nd Party/Management

Paramount Airways
Alexander Square
No. 34/35, Sardar Patel Road
Chennai-600032

APPEARANCE:

For the 1st Party/Petitioner M/s. S. Gunaseelan & C. Venkatesan, Advocate
For the 2nd Party/ Management Sri Patrick Ryan, Advocate

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/72/2007-IR-(CM-I) dated 26-10-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Paramount Airways Pvt. Ltd., Chennai in discharging the services of Sri G. Sankar Ganesh, Cabin Helper w.e.f. 9-9-2006 is justified and legal? If not, to what relief is the concerned workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as 62/2007 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their petition under Section-2(A)(2) and Counter Statement as the case may be.

3. The averments in the petition necessary for the decision are stated below :

The petitioner entered service under the Respondent on 26-5-2006 on the issuance of an appointment order. He joined as a Cabin Helper and have been drawing a monthly salary of Rs. 6,000. He had been under Contractor, Universal Service under Jet Airways. While so, one Mr. Kevin Jinnu, Cabin In-charge and Technician of Respondent contacted petitioner through petitioner's superior. On demand of Mr. Kevin Jinnu and believing his assurance of better salary, direct employment with the Respondent Company, job security and other advantages petitioner resigned from Jet Airways and joined Respondent Airways. Appointment order does not whisper it as temporary or contractual in nature. Petitioner had been working over 12 hours a day without availing any statutory leave or other facilities. For the first 3 months he was not given salary, which if pressurized for he was threatened to be discontinued from work. The same later paid in the 4th month was actually lesser than that had been promised. The Management got irritated and wanted to victimize him. His service was terminated on 8-9-2006 without any notice. He has not committed any misconduct. No enquiry was conducted on the basis of any charge sheet issued. His termination is illegal and void. To a legal notice dated 20-9-2006 no response was found. Hence the 10 raised, which having failed the reference is occasioned. He has not been employed elsewhere after his termination. Hence the termination is to be set aside and he be reinstated with all benefits.

4. The allegations in the Counter Statement necessary for adjudication are as follows:

To tide over emergencies certain standard appointment orders are issued other than from the Corporate Office for deploying workmen at Airport for peripheral work such as House Keeping, Security, etc. Their regularization is done by Corporate Office on merits. Petitioner was appointed in the above manner to clean the interiors of the Aircraft without following normal procedure of recruitment. He was recruited for the specific purpose of cleaning, etc. on account of inability of the Contractor to supply sufficient Cabin Helpers. The fact was not communicated to the Corporate Office and his salary of Rs. 3,000 per month could not be released in time. The Contractor later made good the shortage of Cabin Helpers. Hence he was discharged. Having not admittedly put in 240 days of service, no condition is to be fulfilled preceding discharge. An appointment order was issued to him to enable him get entry pass in the Airport. It is denied that he worked for 12 hours in a day. His attempt is to enter into service through devious backdoor method. His salary has been Rs. 6,000 per mensem. He accepted by cheque Rs. 8,842 towards salary for 3 months without demur. Mr. Kevin Jinnu, Cabin In-charge is not authority to decide service matters of the Management. It is denied that he made any commitment to the petitioner. When the contingency was over petitioner's contingent appointment reached its logical conclusion. He has not committed any misconduct. He was only discharged on account of redundancy as the contingency was over. He had worked only for 90 days. He is under the employment of some other agency. The petition is to be dismissed.

5. The points for consideration are: (i) Whether the discharge of the petitioner from the service of the Management is justified and legal? (ii) To what relief the concerned workman is entitled?

6. Evidence consists of the oral evidence of WW1 and WW2 and Ex.W1 to Ex.W6 on the petitioner's side and that of MW1 and Ex. M1 to Ex. M7 on the side of the Respondent.

Points (i) & (ii)

7. As per Memo dated 5-6-2009 filed by the petitioner's counsel in ID 62/2007 the evidence of WW2, Sri C. Kannan claiming to be a Driver under the Management is sought to be treated as common witness in all the IDs viz. 61/2007, 62/2007 and 63/2007.

8. By way of common arguments it is argued on behalf of the petitioners in ID 61/2007, ID 62/2007 and ID 63/2007 that Ex. W2. Appointment Order issued separately to each individual workman partakes the characteristic of an appointment of permanent nature. The appointment is w.e.f. 29-5-2006. They had been previously employed as

Cabin Helper under Jet Airways. They were called to the Respondent Airways and were thus engaged. They were issued ID Cards by the Management. They have been illegally terminated w.e.f. 8-9-2006 without following the legal formalities under the notion that the appointment is temporary in nature. Though there is an agreement marked as Ex. M1 between the Management and M/s P. S. M. Aviation (P) Ltd. as Contractor, the so-called Contractor has not been impleaded. Except for the Ex. M1-Contract Agreement there is no evidence at all to substantiate anything respecting it to show the existence or otherwise of any contractual obligations interse the parties thereby. Ex. M 2 is shown as the usual format of appointment order issued by the Management. The learned counsel continued to argue that the petitioners are neither contract workers nor casual employees but are permanent appointees. They were appointed under the recommendation of Kevin Jinnu, Officer of the Respondent Management. He has not been examined to disprove the claim of the petitioners. The discharge of petitioners is without any enquiry and the petitioners are entitled to be reinstated.

9. The contra arguments on behalf of the Respondent are that the appointment of the petitioners was on a contingency of inability of the Contractor to supply sufficient Cabin Helpers, which when was over they have been discharged. Their appointment was not on the normal norms or procedure of recruitment. The Ex.W2 Appointment order is not a permanent Appointment Order as can be found on a contrast with the usual format of appointment order marked as Ex. M 2. Petitioners have not completed 240 days in a Calendar Year prior to dispensation of services. Compliance with Section-25F of the ID Act does not arise. The Appointment Order was issued to, enable petitioners to get security clearance by the Ministry of Civil Aviation. It does not have the trappings of a permanent Appointment Order. Petitioners were to have examined Mr. Kevin Jinnu to establish their case. Their wages were Rs. 3,000 per month and not Rs. 6,000 as claimed. The attempt of the petitioners is to get into service through backdoor.

10. While the case of the petitioners is that they are appointees on permanent basis under the Management the same proposition of fact is keenly denied by the Management. Petitioners seek to rely on . Ex.W2-Appointment Order under which they claim to have been appointed on a permanent basis. In order to resolve the controversy in the ID a decision centering around the genuineness or validity of Ex.W2-Appointment Order is the crucial factor. On a contrast with Ex. M2-Usual format of Appointment Order as claimed by the Management discernibly both are a bit different in pari-materia. Ex.W2-Appointment Order issued to petitioner appears to be a truncated part of EX.M2 issued by the Management. EX.W2 conveys the petitioner an idea that they are

appointed on a regular basis with liability for superannuation at the age of 58 years. The Management has no dispute that the Appointment Order in question was not issued to the petitioners and not by them.' According to them it was issued on a contingency of insufficient number of Cabin Helpers supervening to be provided by the Contractor. When the contingency was over they were discharged and it is a discharge simplicitor and the provisions of the ID Act are not applicable to the same. The further case of the Management is that the Appointment Orders were issued to them to enable them to get security clearance from the Ministry of Civil Aviation. Their case again is that petitioners have not completed 240 days continuous service within a period of 12 calendar months preceding termination and therefore under no stretch of imagination they could be thought of having blossomed right for regularization.

11. Here the case is not for regularization as such but for reinstatement. Going by the Appointment Order what appears is that with the couched words therein the petitioners have been led to be carried away by a belief of they being appointed on a permanent basis under the Management. The Appointment Order does not whisper the nature of the appointment either as contractual or casual in nature. The Appointment Order specifies the age at which the appointees shall superannuate from service i.e. as 58 years. It is at this juncture that the petitioners have happened to be discharged from service. It is not a dismissal under a disciplinary proceeding after an enquiry. There is no stigma against the petitioners.

12. Despite all these contentions as above the question is whether the discharge of the petitioners is legal and justified. When the appointment is neither casual nor contractual and in as much as the appointment order conveys an idea of an appointment of a permanent nature conferred on the petitioners, in the absence of mention of prevalence of any contingency as the background for the appointment and the fact that the Appointment Order makes it clear that the petitioners are to retire at the age of 58 years it is hardly possible to reasonably or legitimately conclude that the petitioners have been appointed on a temporary basis. From the nature of the Appointment Order issued it is apt to hold that they are treated as appointees on a permanent basis. Therefore, they are not with the mandatory and statutory requirement of having to complete 240 days of service so as to presume them to have completed continuous service of 1 year for entitlement of the benefits under Section-25F of the ID Act. Even without any such presumption they are just to be considered as permanent employees as their appointment orders give them such a conviction that they are permanently appointed. The evidence let in by the Management is too inadequate or unconvincing to lead to a contra view. What we are concerned with in this adjudication process is regarding the legality and

justifiability of the discharge of the petitioners from service. When workmen in permanent service or deemed permanent service are discharged, the conditions under Section-25F of the ID Act have to be followed which have not been complied with in the matter of discharge of the petitioners from service. Therefore, the discharge of the petitioners amounts to retrenchment and the same is liable to be set aside and the petitioners are to be reinstated into service forthwith and it is ordered accordingly. After such reinstatement if by reason of the couching of the appointment orders issued to them in a manner as are different from the usual formats of the appointment orders and therefore the same further require to be made in the form or in consonance with the usual practice, for want of which the appointment cannot be made substantive, regularized or the workmen cannot be absorbed into the service, the Management is at liberty to decide by itself in accordance with what is proper and legal as well as in accordance with the recruitment procedure and norms thereof. As it is and on the facts the workmen are entitled to be reinstated for violation of Section-25F of the ID Act and thereafter it is open to the Management to deal with them as mentioned above and according to law.

13. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th December, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :-

For the 1st Party/ : WW1, Sri G. Sankar Ganesh
Petitioner WW2, Sri C. Kannan

For the 2nd Party/ MW 1, Sri K. Vijayakumar
Management

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
Ex. W1	26-05-2006	Copy of the Appointment Order issued by the Respondent
Ex. W2	02-06-2006	Copy of the Daily Permit Card issued by Bureau of Civil Aviation
Ex. W3	—	Universal Service Identity Card
Ex. W4	—	Copy of the Conciliation Failure Report
Ex. W5	—	Copy of the letter to Vice President, Sri Gopalakrishnan for demanding salary

Ex.W6 29-09-2006 Copy of the legal notice

On the Management's side

Ex.No. Date Description

Ex.M1 — Copy of agreement between Respondent Management and PSM Aviation to supply Cabin Helpers

Ex.M2 — Copy of the specimen regular appointment order of 2nd party

Ex.M3 26-05-2006 Copy of the Appointment Order issued to the 1st Party

Ex.M4 — Letter issued by the 1st Party to the 2nd Party claiming wages with endorsement of 2nd Party dated 09-08-2006

Ex.M5 06-09-2006 Copy of the IDBI cheque no. 013305 dated 06-09-2006 for Rs. 8,842/- towards wages for 3 months

Ex.M6 22-01-2007 Copy of the failure report in RC No. B/588/06 issued by the Labour Officer-III of Government of Tamil Nadu.

Ex.M7 — Copy of the authorization given to Sri K. Vijaya Kumar to represent on behalf of the 2nd Party.

नई दिल्ली, 5 जनवरी, 2011

का. आ. 314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई एन जी वास्या बैंक लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलोर के पंचाट (संदर्भ संख्या 11/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-01-2011 को प्राप्त हुआ था।

[सं. एल-12012/6/2006-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S. O. 314.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of ING Vysya Bank Ltd. and their

workman, which was received by the Central Government on 04-01-2011.

[No. L-12012/6/2006-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE-560 022.**

Dated : 10th December, 2010

Shri S. N. Navalgund, Presiding Officer

C. R. No. 11/2006

IParty	II Party
Smt. P. S. Jayashree, No. 194, Aishwarya, 100 Ft Ring Road, BSK III Stage, Bangalore-560085	The Vice President, ING Vysya Bank Ltd. No. 22, M. G. Road, Bangalore-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-12012/6/2006-IR (B-1) dated 17th March, 2006 for adjudication on the following Schedule :

“Whether the action of management of M/s.ING Vysya Bank Ltd., in imposition of punishment of dismissal from service on the workman Smt. P. S. Jayashree, Clerk/Telephone Operator, Accounts Department Corporate Office, ING Vysya Bank Ltd., with effect from 19-11-2002 is legal and justified? If not, to what relief she is entitled and from which date?”

2. Pursuant to the notices issued by this tribunal to the parties both entered their appearance through their respective advocates and filed the claim statement and counter statement.

3. The first party in her claim statement contended that she was taken as a trainee in the second party bank by order dated 14-11-1978 and after her successful training in clerical duties placed her on probation by order dated 25-9-1979 on monthly salary of Rs. 190 w.e.f. 1-7-1979 for the post of Clerk and was asked to attend the duties of sharoff in exigencies which is according to the training that she had undergone and after completion of the probationary period considering her merits and devotion to duty her services were confirmed and while she was working as Clerk at Mangalore Branch of the second party transferred to Zone-1, Corporate Office,

Bangalore by order dated 19-07-1996 and pursuant to the said order she was relieved from the Mangalore branch on 10-08-1996 with instructions to report immediately for duty at Bangalore and on the same day without any valid reasons and without canceling or revoking the earlier transfer order dated 10-8-1996 the Sr. Manager issued another transfer order asking her to report for duty in Accounts department, Corporate office at Dhondusa Complex, Bangalore as Receptionist-cum-Telephone Operator and being confused by the two orders issued on the same date she approached the Sr. Assistant General Manager, Accounts Department, C.O, Bangalore with a request to take her as Clerk cum Shroff duty at Zone-1, Corporate Office, Bangalore as per the order dated 10-08-1996 as she is not trained as Receptionist-cum-Telephone Operator, the said Sr. Assistant General Manager by misrepresentation and with a malafide intention informed her that he will look into the matter only after she joining for the post of Receptionist-cum-Telephone Operator and left with no other option she reported for duty as Receptionist cum Telephone Operator w.e.f. 19-08-1996. It is further contended that she was surprised to receive an article of charges dated 13/19-12-1996 charging her for unauthorized absent from 20-8-1996 to 30-11-1996 and though she submitted her satisfactory reply to the said charge sheet without any valid reasons and with an ulterior motive to punish her with no fault of her, the Chief Manager (employee relations) though being not the Disciplinary Authority himself designated as an enquiry officer ordered for an enquiry and he himself appointed a legally trained person as the Presenting Officer to his convenience and concluded the enquiry hurriedly without giving reasonable opportunity to her to defend and before completing that enquiry she was issued with another charge sheet dated 24-12-1997 for her unauthorized absence for the period 1-12-1996 to 15-11-1997 and called upon her to submit her explanation and she submitted her reply dated 08-01-1998 and though her explanation was satisfactory disciplinary enquiry was initiated and he concluded both the enquiry hurriedly without giving her sufficient opportunity with utter violation of principles of natural justice and by order dated 31-3-1999 an im-proportionate punishment of reduction in basic pay for two years was imposed. It is further contended that she was served with another charge sheet dated 28/31-03-2002 for remaining unauthorized absent for the period 16-11-97 to 14-3-2002 and though she submitted satisfactory reply without any valid reasons she was subjected to disciplinary enquiry and that enquiry was also concluded in utter violation of principles of natural justice and the impugned punishment of dismissal has been imposed. She also contended that the findings of the enquiry officer are perverse in nature and the punishment imposed is disproportionate etc.

4. In the counter statement filed on behalf of the second party it is contended that on the request of the

first party she was transferred from Mangalore to Corporate office at Bangalore by order dated 10-8-1996 and on the exigencies of work she was entrusted with the work of Receptionist-cum-Telephone Operator which is administrative decision basing on the past experience of the first party but the first party who reported as Receptionist-cum-Telephone Operator on 19-8-1996 did not attend the office from 20-8-1996 unauthorisedly and inspite of several memos sent to her residential address advising her to report for duty she did not respond as such she was issued with the articles of charges dated 13/19-12-1996 in respect of her unauthorized absence from 20-08-1996 to 30-11-1996 and as explanation/reply submitted by her were found to be not satisfactory, Domestic Enquiry was instituted against her by appointing Shri G. D. Jayaprakash, Vice President-A&1 as enquiry officer and Shri T.K. Jayachand as Presenting Officer and ultimately the enquiry officer for the failure of the first party to appear before him placing her exparte concluded the enquiry and submitted his findings holding her guilty of the charge. It is further contended inspite of instituting the DE through articles of charges dated 13/19-12-1996 the first party since did not report for duty and continued to remain unauthorized absent for the subsequent period for her unauthorized absence from 1-12-1996 to 15-11-1997 one more article of charge dated 24-12-1997 was served on her and dissatisfied of her reply enquiry was initiated by appointing the enquiry officer and presenting officer and since she failed to appear before the enquiry officer he placed her exparte and after conclusion of the enquiry submitted his findings holding her guilty and after serving the findings of the enquiry officer and calling upon her to submit her explanation considering the seriousness of proved charges of both the charge sheets, the first party was imposed with the punishment of reduction of basic pay by two stages vide order dated 31-3-1999 and she challenged the said order by filing the writ petition before the Hon'ble High Court in Writ Petition No. 25772/2000 and the same came to dismissed as not maintainable. It is further contended that even after imposing the punishment of reducing her basic pay she was called upon to report to duty through memo dated 17-01-2002 but she did not report for duty and continue to remain absent from 16-11-1997 to 14-3-2002 another articles of charge dated 28/31-3-2002 was issued to her calling upon her to submit her explanation. Since she failed to submit her explanation a DE was initiated appointing the enquiry officer and presenting officer and the first party in response to the enquiry notice written a letter seeking for copies of documents relied on by the management and a reply was given to her that same will be furnished to her on the date of preliminary enquiry and accordingly on 3-7-2002 when she appeared before the enquiry officer she was furnished with the documents relied on by the management and the enquiry officer rejected her request to engage an advocate on the ground that the management representative is not a legally trained

or legally qualified person permitting her to take the assistance of anyone of her co-employee/office bearer of the union for defending her case in the enquiry but later she did not appear before the enquiry officer and ultimately the enquiry officer after recording the evidence of management witnesses and documents submitted his findings dated 1-8-2002 holding her guilty of the charge. Then while forwarding copy of the findings of the enquiry officer show cause notice dated 2-8-2002 was issued to her calling upon her to submit her representation. Accordingly she submitted her explanation dated 10-8-2002, and as it was not found to be satisfactory the impugned punishment of dismissal was passed by the disciplinary authority by considered order and in all the enquiries she was given fair and proper opportunity by the enquiry officer and due to her adamant behaviour and attitude the management had no other go except to pass order dismissing her from the service.

5. Having regard to the contention of the first party, my Learned Predecessor while framing the preliminary issue as to 'whether the Domestic Enquiry conducted against the first party by the second party is fair and proper' after receiving the evidence of both parties and hearing the arguments of learned advocates by his detailed order dated 5th May 2008 answered the said issue in the affirmative holding it was fair and proper. There being no dispute that on her request by order dated 19-7-1996 she was transferred from Mangalore to Zone- 1 Corporate Office Bangalore and was relieved from Mangalore on 10-8-1996 and she reported as Receptionist-cum-telephone operator w.e.f. 19-8-1996 and from the next day onwards i.e. from 20-8-1996 she did not attend to duty at all and it is also borne out from the records and an undisputed fact that though two charge sheets were issued against the first party dated 13/19-12-1996 and 24-12-1997 and was punished by reduction in basic pay for two years and was also served with a memo to report for duty she did not report to duty and came to be served with 3rd charge sheet and after conclusion of the enquiry and on receipt of the enquiry finding taking her reply, the impugned order of dismissal has been passed, the points that remains for my consideration are

- (i) Whether the first party after reporting to duty as Receptionist-cum-telephone operator w.e.f. 19-8-1996 is justified in remaining absent without making any representation to the management/ second party expressing her grievance for being asked to report as Receptionist-cum-Telephone Operator?
- (ii) If not whether the punishment of dismissal imposed by the management is disproportionate?

6. On appreciation of the pleadings by way of Claim Statement, counter statement and the evidence made available by the management during the course of enquiry in the light of the arguments addressed by the learned

advocates appearing for the parties, my finding on both the points are in the negative for the following reasons :—

Reasons

No doubt from the documentary evidence made available by the first party during the enquiry of preliminary issue it is clear and undisputed that she was taken as probationary Clerk by office order dated 14-11-1978 and after completion of the training by letter dated 25-7-1979 her service was confirmed as Clerk on a monthly salary of Rs. 190 w.e.f. 1-7-1979 with a direction to attend the duties of Sharoff whenever she asked to do so and by order dated 19-7-1996 on her request she was transferred to Zone-1, Corporate Office, Bangalore with direction to proceed to report for duty at the said office after reporting of substitute and by order dated 10-8-1996 she was relieved from Mangalore with instruction to report for duty at Zone-1, Corporate Office, Bangalore and she also reported accordingly as a Receptionist-cum-Telephone Operator on 19-8-1996 at Bangalore and later from the very next date she remained absent. As far as the contention of the first party that she was not expected to work as a Receptionist-cum-Telephone Operator and she was forced to report to that post by the Sr.Assistant Manager and she joined under protest absolutely there is no material except her own statement in the claim statement and affidavit filed on preliminary issue. Whether willingly or on the compulsion of Sr. Assistant Manager when she reported as Receptionist-cum-Telephone Operator at Bangalore on 19-08-1996 she would not have remained absent from 20-08-1996 on her own without filing any representation to the management or the officer concerned at the office where she reported. This attitude on the part of the first party taking decision by herself of remaining absent from the very next date of reporting her duty as a Receptionist -cum-Telephone -Operator on 19-8-1996 cannot be justified by any reason. Moreover, it is an admitted fact that before she was applying for the job with second party bank she had worked as telephone Operator in P&T department which she has unequivocally admitted in her cross examination on 30-8-2007, it cannot be said that she had no knowledge of telephone operator work. Therefore, only because the management/second party did not give her training in telephone operator work she cannot claim that she had no knowledge in the work of telephone operator. If at all the first party could not have been entrusted with the work of Receptionist -cum-telephone operator by the management and it amounts to change in work condition she could have protested before joining to duty on 19-8-1996 by giving representation to the appropriate officer or immediately after reporting to duty should have given representation to post her only to clerical duties and ought not to have taken decision by herself in remaining absent from duty from the very next date of reporting to duty at Bangalore. Therefore, looking from any angle the first party is not justified in remaining absent from duty from 20-08-1996. It is borne out from the record that after the first party was punished for reduction

in two years basic pay and served with that order along with a memo to report for duty she failed to report and served 3rd charge sheet which shows her adamancy and disinterestedness in continuing her service with the second party bank. Under these circumstances I arrived at the conclusion of answering point No. 1 & 2 against the first party and in the negative. In the result I pass the following award :

AWARD

The reference is rejected holding that the action of the management of M/s. Ing Vysya Bank Ltd. in imposing the punishment of dismissal from service on the workman Smt. P.S. Jayashree w.e.f. 19-11-2002 is legal and justified. Consequently she is also not entitle for any relief. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 10-12-2010).

S. N. NAVALGUND, Presiding Officer

ANNEXURE

List of witnesses examined by the management before the Enquiry Officer

1. Shri D. N. Murthy, Manager, HRD Mw 1

Documents exhibited for the Management before the Enquiry Officer

1. Copy of memo dated 17-01-2002 addressed to the first party/CSE MEX-1
2. Copy of the order dated 14-03-2002 addressed to first party/CSE. MEX-2
3. Copy of the order dated 31-03-1999 addressed to first party/CSE. MEX-3

List of witnesses examined by the first party/CSE before the Enquiry Officer.

Nil

List of Documents of 1st party/CSE marked in the Enquiry

Nil

नई दिल्ली, 5 जनवरी, 2011

का. आ. 315.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रेलवे वित्त निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 1/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-1-2011 को प्राप्त हुआ था।

[सं. एल-41012/106/2006-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S. O. 315.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2009) of the Central Government Industrial Tribunal-cum-

Labour Court-1, Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Indian Railway Finance Corporation and their workmen, received by the Central Government on 3-1-2011.

[No. L-41012/106/2006-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI.

I. D. No. 1/2009

Shri Rajinder Prasad S/o Sh.P.P.Chamoli,
R/o B-102, Hari Nagar II, Badarpur, New Delhi-110044.

... Workman

Versus

The General Manager,
Indian Railway Finance Corporation (IRFC),
UGF, East Tower, N.B.C.C. Place, Bhisham Pitameh Marg,
Pragati Vihar, Lodi Road, New Delhi.

.... Management

AWARD

Indian Railway Finance Corporation Limited (in short the Corporation) collects funds from general public through fixed term bonds and provides the fund so collected for rolling stock of the Indian Railways. The Corporation engages share transfer agents and retainer of accounts, who render services to it. Share transfer agents work as internal auditor while retainer of accounts handles accounts, registers and documents of the Corporation. In 1996 M/s. Allied Computers Techniques Private Ltd. was working as share transfer agent with the Corporation. Services of Shri Ram Prasad were engaged in January, 1996 through the said share transfer agent. M/s. Karvy Consultants Pvt. Ltd. and Shiva Associates were appointed share transfer agents in due course of time. Rajinder Prasad continued to serve the Corporation through share transfer agents, referred above. He made representations to various authorities, including the Prime Minister of India for his absorption in services of the Corporation. When he could not get redressal of his grievances, he opted to file a writ petition before High Court of Delhi being WP No. 1771/1999. Aforesaid share transfer agents filed their counter affidavits before High Court of Delhi in the said writ petition. On 29th of January, 2003, High Court disposed of that writ petition with liberty to Shri Rajinder Prasad to approach authorities under Industrial Disputes Act, 1947 (in short the Act) for redressal of his grievances. He filed a claim statement before the Conciliation Officer, Government of N.C.T., Delhi, raising

an industrial dispute before him. There it came to light that appropriate Government is the Central Government and not the Government of N.C.T., Delhi. He filed a claim statement before the Conciliation Officer (Central) raising an industrial dispute before him. Since conciliation proceedings failed the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-31012/106/2006-IR (DI), New Delhi dated 7-9-2007, with following terms:

“Whether it is fact that Shri Rajinder Kumar is a workman of the Indian Railway Finance Corporation (IRFC)? If so, whether the action of the management in not regularizing the services of the applicant by the management is proper and justified? If not, what relief he is entitled to?”

2. Claim statement was filed by Shri Rajinder Prasad pleading that he was an employee of the Corporation, working with it since January, 1996. He was employed as an assistant in bond section of the Corporation. He claimed to have annexed various correspondence to demonstrate his direct employment with the Corporation. With a view to circumvent its legal obligations towards him and other employees, the Corporation did not pay salary directly to him. His salary was paid through share transfer agent, namely, M/s. Allied Computer Technique Pvt. Ltd. The amount of salary, so paid to him, was reimbursed to the said share transfer agent by the Corporation. Though he was discharging all his duties for the Corporation but he was paid by a third party for whom he never did any work nor visited their office. Thus technically the claimant was never on the rolls of the Corporation, despite being their employee. This unfortunate state of affairs continued till September, 1998. On 20th of July, 97 he wrote to the Corporation but no response was received. On 11th of December, 97 he brought to the notice of the Corporation pointing out that less salary was paid, without any other benefits. He requested the Corporation for absorption of his services. In November, 97 he wrote to the Hon’ble Minister seeking absorption of his services with the Corporation. On 4th of December, 97, employees addressed a detailed representation to the Corporation, with a prayer for regularisation of their job. Letters were also addressed to Hon’ble Prime Minister’s Office in that regard, which were responded to on 21-5-98. In October, 98 the Corporation appointed M/s. Karvy Consultants Pvt. Ltd. as its share transfer agent and in May, 2000 M/s. Shiva Associates was appointed as share transfer agent. Left with no option, he approached High Court of Delhi under its writ jurisdiction, seeking regularization of his services. Vide order dated 24-3-99, High Court restrained the Corporation from terminating his services. Writ petition was disposed of, vide order dated 29-1-2003 with permission to him to raise the dispute before the appropriate authority under the Act. The High Court directed the adjudicatory authority under the Act to decide the matter

in the light of precedent laid by the Apex Court in Steel Authority of India Ltd. [JT 2001 (7) S.C. 208]. M/s. Allied Computer Techniques Pvt. Ltd. and M/s Karvy Consultants Pvt. Ltd. filed their counter before High Court of Delhi. After disposal of his petition, the Corporation had not allowed him to enter its premises and thus terminated his services. He raised a dispute before Labour Office, Kashmere Gate, Delhi, where it came to his notice that Labour Commissioner (Central) has the jurisdiction in the matter. On 13-10-05 he filed a claim before the Conciliation Officer (Central). Since the corporation adapted adamant attitude, the conciliation proceedings failed. He presents that action of the Corporation in not regularizing his employment and further terminating his services is bad on facts and law. He is unemployed since the date of termination of his services. He seeks reinstatement with seniority, back wages and other benefits, besides regularization of his services with the Corporation.

3. With a view to give contest to the claim petition filed by Shri Rajinder Prasad, the Corporation filed its written statement running into 47 pages. When attempts were made to read contents of the written statement, it came to light that the Corporation had beaten about bush, without pleading facts in a straight jacket manner. The approach of the Corporation is deprecated.

4. Out of the written statement it could be made out that the Corporation pleads that it is not an ‘industry’ within the meaning of clause (j) of section 2 of the Act and the claimant is not a workman. It asserts that there were no employer and employee relationship between the parties. Hence there was no industrial dispute. The Corporation pleads that from assertion of the claimant, it appears that he was an employee of the share transfer agents, who was his pay master. It has been projected that the claimant was never on the roll of the Corporation, hence his claim for regularization in the services of the Corporation is unfounded. Claimant had connived with the share transfer agent, when he filed writ petition before High Court of Delhi. It has been pleaded that the claimant nowhere, asserts as to when he applied for a job with the Corporation. The Corporation, being an instrumentality of the State, has to follow a procedure for recruitment. Claimant nowhere pleads that he ever applied for the job with the Corporation and was recruited for the said post through recruitment process. The claimant is making an effort to enter the job with the Corporation through back door. When claimant was not in the service of the Corporation no question arises in respect of his removal from service. It has been agitated that when claimant claims that there was an arrangement of his engagement through share transfer agents, he ought have arrayed those share transfer agents as respondents. Representations made by him were part of his modus operandi to get job with the Corporation through back door entry. At no point of time salary of the claimant was passed on to share transfer

agents for delivery to the claimant. Documents relied by the claimant does not espouse his cause. He nowhere agitates that he was ever misled by the said arrangement through which he was employed. His claim is false. He has wrongly asserted that he is unemployed since the date of his termination. No relief much less relief of reinstatement with continuity, besides regularization in service can be granted to him. His claim, being devoid of merits, is liable to be dismissed.

5. Shri K. R. Menon (WW1), Shakul Puri (WW2), Vipin Senger (WW3), Manohar Lal (WW4), Rajinder Prasad (WW5), Shri S. K. Ajmani (WW6) and Shri Harish Chand Shoudhi (by appointment of a local commissioner) were brought in witness box on behalf of the claimant. Shri S. Radha Krishnan was examined on behalf of the management.

6. Arguments were heard at the bar Shri Umesh Gulati, authorized representative, advanced arguments on behalf of the claimant. Shri R. P. Kapur authorized representative, raised his submissions on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

7. At the outset a claim was made on behalf of the Corporation that it is not an ‘industry’ within the meaning of clause (j) of Section 2 of the Act. It has been agitated that the Corporation is not an undertaking, manufacture, or calling of employers. It does not carry out any business or trade. There is no profit motive activity undertaken by the Corporation. Hence it cannot be termed as an ‘industry’ as defined under the Act. Contra to submissions made by Shri Kapur, Shri Gulati projects that the activities of the Corporation fall within the ambit of the definition of ‘industry’. To adjudicate the question so raised, it is expedient to have a glance on the definition of word ‘industry’, as contained in clause (j) of Section 2 of the Act, which is reproduced thus:

“Industry” means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen”

8. The definition of “industry” is both exhaustive and inclusive. It is in two parts. The first part says that it “means any business, trade, undertaking, manufacture or calling of employers” and then goes to say that it “includes any calling, service, employment, handicraft or industrial occupation or avocation of workman”. Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the

definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen is included in the concept of industry. This part gives extended connotation.

9. Gloss was put on the definition of word “industry” by the High Courts and the Apex Court time and again. The question as to what is “industry” has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of “Industry”, would represent rather a zig zag curve. There have been, various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an “Industry”. Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression “undertaking” used in the definition. In Bangalore Water Supply and Sewerage Board (1978 Lab. I.C. 778) the Apex Court reviewed the earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying “industry” as enacted by clause (j) of Section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by Justice Krishna Iyer, which are extracted thus :

“1. “Industry” as defined in S. 2 (j) and explained in Banerji (AIR 1953 S.C. 58) has a wide import.

- (a) Where (i) systematic activity, (ii) organized by Co-operation between employer and employee (the direct and substantial element is chimerical), (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss i.e. making, on a large scale prasad or foods) *prima facie*, there is an “industry” in that enterprise.
- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although Section 2(j) uses words of the widest amplitude in its two limbs, the re-meaning cannot be magnified to overreach itself.

- (a) “Undertaking” must suffer a contextual and associational shrinkage as explained in Banerjee and in this judgement, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in 1(supra), although not trade or business, may still be ‘industry’ provided the nature of activity, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold ‘industry’ undertaking, calling and services, adventures, “analogous to the carrying on the trade or business”. All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does not matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

- (a) The consequences are (i) profession, (ii) clubs, (iii) education institutions, (iv) co-operatives (v) research institutes, (vi) charitable projects and (vii) other kindred adventures, if they fulfil the triple tests listed in 1 (supra), cannot be exempted from the scope of Section 2 (j).
- (b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non-employee character of the unit.
- (c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are

supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

IV. The dominant nature test :

- (a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking, some of whom are not “workmen” as in the University of Delhi case (AIR 1963 S. C. 1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S. C. 657) will be the true test. The whole undertaking will be industry although those who are not “workmen” by definition may not benefit by the status.
- (b) Not notwithstanding the previous clauses, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaking by govt. or statutory bodies.
- (c) Even in department discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within S. 2(j)
- (d) Constitutional and competently enacted legislative provisions may remove from the scope of the A categories which otherwise may be covered thereby.

V. We over rule Safdarjung (AIR 1970 S.C. 1407), Solicitors case (AIR 1962 S. C. 1080), Gymkhana (AIR 1968. S. C. 554), Delhi University (AIR 1963 S. C. 1873), Dhanraj Giriji Hospital (AIR 1975 SC 2032) and other rulings whose ratio runs counter to the principles enunciated above, and the Hospital Mazdoor Sabha (AIR 1960 SC 610) is hereby rehabilitated.”

10. Principles laid down in Bangalore Water Supply & Sewerage Board (supra) hold ground. Therefore, the controversy raised will be adjudicated in view of the law laid by the Apex Court in the precedent referred above. The Corporation agitates that it is not an Industry. The view point held by the Corporation is that no profit motive activities are being carried on by it. No business is being run, hence the Corporation cannot be termed as an “industry”. Except the facts referred above, the

Corporation nowhere projects any other factors to lay emphasis on the proposition that it is not an ‘industry’. Contra to it the claimant agitates that the Corporation is an ‘industry’.

11. In Baroda Borough Municipality [1957(1) LLJ 8] the Apex Court held that through municipal activity could not be truly regarded as business or trade, yet it would fall within the scope of expression ‘undertaking’. Non-profit undertaking of the municipality were included in the concept of ‘industry’ even if there is no private enterprise. The court reiterated that branches of work that can be regarded as analogous to carrying out of a trade or business would fall within the meaning of ‘Industry’ in clause (j) of Section 2 of the Act. In reaching the decision, the Apex Court relied precedent in D. N. Banerji (supra) and ruled that it would be sufficient that the activity is an ‘undertaking’ analogous to the carrying on of a trade or business and involves cooperation between the employers and employees. This result was reached by extending the meaning of the expression ‘undertaking’ to cover adventures not strictly trade or business but ‘objects vary similar’. Reference can also be made to Madras Gymkhana Club Employees Union (supra).

12. In Indian Standard Institute [1966 (1) LLJ 33] the Apex Court suggested that in order to be recognized as an undertaking analogous to trade or business, the activity must be an economical activity in the sense that it is productive of material goods or material services. In Bangalore Water Supply and Sewerage Board (supra), the Apex Court laid down that an activity systematically or habitually undertaken for the production or distribution of goods for rendering material services to the community at large or a part of such community with the help of employees is an undertaking. An ‘industry’ thus was said to involve cooperation between the employer and employee for the object of satisfying material human needs but not for oneself nor for pleasure nor necessity for profit lack of business and profit motive or capital investment would not take out an activity from the sweep of ‘industry’. If other conditions are satisfied. It is the activity in question which attracts the definition and the absence of investment of any capital or the fact that the activity is conducted for profit motive or not, would not make material difference. conversaly mere existence of profit motive will not necessarily convert the activity into “industry” if other tests are not satisfied.

13. As projected by the Corporation it collects funds from general public through fixed term bonds and provides the money so collected for rolling stock of Indian Railways. Shri Kapur does not dispute that the activities undertaken by the Corporation are systematic. As detailed above, the Corporation made a claim of not being an industry merely on the count that no profit motive activities were being carried on. Lack of business, profit motive or

capital investment would not take out the Corporation from the sweep of definition of word ‘industry’, since other standards laid by the Apex Court in Bangalore Water Supply and Sewerage Disposal Board (supra) stand satisfied. The activities carried on by the Corporation are systematic for rendering material services to the community at large, with the help of its employees. Therefore, absence of profit motive will not take out the activities of the corporation from the ambit of the definition of an ‘industry’ given in clause (j) of Section 2 of the Act. It is concluded that the Corporation is an ‘industry’ within the meaning of clause (j) of Section 2 of the Act and contention raised in that regard is unfounded.

14. Corporation asserts that there is no relationship of employer and employee between the parties, since the claimant was an employee of share transfer agents, who were his pay masters. Shri Kapur argued that in his claim statement, the claimant projects that there was an arrangement and he was being paid through the share transfer agents. He claims that pleadings in that regard make it clear that the claimant admits himself to be an employee of share transfer agent. According to him, when the claimant was an employee of share transfer agent, who paid salary to him, it does not lie in his mouth to agitate that he was an employee of the Corporation.

15. When a dispute is raised in respect of existence of relationship of employer and employee between the parties, in that situation onus lies on the claimant to establish such relationship. To discharge that onus the claimant has examined Shri K. R. Menon, Vice President of Karvy Computer Share Pvt. Ltd., who were working as registrar and share transfer agent for the Corporation since 19th August, 1998. He unfolds that an agreement, which is Ex. WW1/1, was entered into between the Corporation and Karvy Consultants Ltd., on the strength of which the later firm undertook to perform and fulfil such functions, duties and obligations and to provide such service as mentioned in the agreement. In the agreement it was not stipulated that the share transfer agent would be employing any person with the Corporation. Therefore, out of facts unfolded by Shri Menon it is crystal clear that the share transfer agents were not to employ any person for rendering services as detailed in Ex. WW 1/1 with the Corporation. The Corporation could not get facts out of the mouth of the witnesses to establish that the claimant was an employee of share transfer Agent.

16. Shri Shakul Puri, Vice President of Karvy Consultants Pvt. Ltd., now known as Karvy Computer Share Pvt. Ltd. entered the witness box to lift the certain in respect of relationship between the claimant and the Corporation. He unfolds that he had seen the claimant working in the office of the Corporation. The claimant had filed a writ petition before High Court of Delhi wherein Karvy Consultants Pvt. Ltd. was a party. He filed affidavit

Ex.WW2/1 before the High Court. When Ex. WW2/1 is perused, it came to light that Karvy Consultants Pvt. Ltd. was appointed as registrar and transfer agent of the Corporation in August, 1998. The Corporation requested Shri Puri to route salary bill of 9 (nine) employees employed by the Corporation through its record on and around October, 98. Salary bill of nine employees were being routed through M/s Allied Computer Techniques Pvt. Ltd. till then, who were previous registrars and transfer agents. Routing of salary of nine persons was a friendly accommodation, which arrangement was entered into to foster and cement a healthy working relationship between the Corporation and registrar and share transfer agent. During the course of his cross examination, he projects that there was an oral arrangement between M/s Karvy Consultants Pvt. Ltd. and the Corporation and in pursuance of the said arrangement no appointment letter was issued to those nine persons, referred by him in his affidavit Ex.WW2/1. He denied that Shri Rajinder Prasad was employed by Karvy Consultants Pvt. Ltd. However, he admits that he was paid by Karvy Consultants Pvt. Ltd. and money was being reimbursed by the Corporation as per arrangement. The arrangement started in November, 98 and lasted till April or May, 2000. Facts projected by Shri Puri gives a jolt to the stand taken by the Corporation to the effect that the claimant was not its employee.

17. Shri Vipin Senger had placed documents Ex.WW3/1 to Ex.WW3/11 over the record, which are certified under Banker's Book Evidence Act. Those documents relate to saving bank account No. 01/008095 maintained by the claimant at Corporation Bank Bhikaji Cama Place, New Delhi. These documents project that certain cheques were deposited in the aforesaid saving bank account by the claimant. The document, so referred by Shri Senger, would be considered in subsequent sections if need be. Shri Manohar Lal placed copies of documents Ex.WW4/1 to Ex.WW4/26 over the record which were brought by him from the office of the Corporation. These documents would be considered in subsequent sections, if need be.

18. Shri Rajinder Prasad swears in his affidavit Ex.WW 5/A that was an employee of the Corporation since January, 96. He was employed in Bond Section of the Corporation. Ex. WW 5/1 to Ex. WW 5/4 refer to payments made by the Corporation directly to him. Ex. WW 5/8 is a document initiated by him which was signed by Shri S. K. Ajmani, Manager of the Corporation and Shri C. S. Verma, Company Secretary of the Corporation respectively. Attendance sheet Ex. WW5/9 to Ex. WW5/11 project that he regularly worked for the Corporation for the month of July, 97, August, 97 and June, 98. Copy of the minutes held on 14-7-98 were prepared by him which were signed by Shri Sondhi, S. K. Ajmani and Shri S. Balachandran, Executive Director and Shri C.S.Verma, Company Secretary of the Corporation, which minutes are Ex.WW5/12 and

Ex.WW5/13. Copy of the salary list of the staff of the Corporation, containing his name for the month of June, 99 and July, 99 are EX.WW5/14 and Ex.WW5/15, which list has been signed by Sureshan, Accountant of Karvy Computers Pvt. Ltd. at point A, Madhu Accountant of Karvy Computers Pvt. Ltd. signed at point B and Shri S. K. Ajmani, Manager of the Corporation at point C and C. S Verma Company Secretary of the Corporation at point D. He had also relied documents Ex.WW5/16 to Ex.WW5/23, to show that he was an employee of the Corporation. During the course of his cross examination he projects that he was interviewed by Shri C. S. Verma, Group Manager on 21st of January, 96. He admitted that there was no authority with him to prepare copies, which are Ex.WW5/5 to Ex.WW5/23, from its originals.

19. Shri S. K. Ajmani presents that the Corporation is competent to outsource matters relating to issuance of bonds and for that purpose it had appointed registrars. Registrars are required to be registered with SEBI. Registrar are not supposed to pay salary to the employees of the Corporation. Shri Harish Chand Sondhi unfolds that the claimant was appointed in the Corporation by Shri C. S. Verma. Shri Verma interviewed the claimant and then appointed him. He (witness) worked on the post of Deputy Manager with the Corporation since 1990-91 and worked there upto 2002. Shri Harish Chand Sondhi projects that he retired as Deputy Manager from the Corporation in 1990-91. After his retirement he rendered his services as Consultant with the Corporation till 2002. Claimant was appointed by Shri C. S. Verma, who took his interview and engaged him. Claimant was working under him in the Bond Section. He was working as Incharge in the Bond Section since 1988. When he left the Corporation in 2002, the claimant was working there at that time. During the course of his cross examination he concedes that wages of the claimant were being paid by Karvy Consultants, the registrars appointed by the Corporation.

20. Shri S. Radhakrishnan swears in his affidavit Ex. MW1/A that the claimant was never employed by the Corporation either as an Assistant or as L.D.C. The Corporation have its share transfer agents, internal auditors and retainer of accounts, who work at its premises. An employee of share transfer agent, Internal auditor and retainer of accounts cannot be an employee of the Corporation. The claimant is trying to get a back door entry in the service of the Corporation. He was not appointed by the Corporation at any point of time. During the course of his cross examination he concedes that Ex. WW 5/18 and Ex. WW5/21 bear his signatures while Ex. WW5/23 bear signatures of Shri C. Verma at point A. He further concedes that contents of Ex. MW1/W2 highlight that M.Kannan was appointed on a short term vacancy, whose services have been regularized. Ex. MW 1/W2 highlights that at one point of time there

were 15 employees who were working with the Corporation.

21. When facts unfolded by the witnesses of the claimant and Shri S. Radha Krishnan are appreciated, it came to light that there was an arrangement between the Corporation and share transfer agents to route salary bill of nine employees, employed by the Corporation through share transfer agents since 1998. It also emerge over the record, as unfolded by Shri Menon, that share transfer agents were not to employ any person for rendering services to the Corporation. Affidavit Ex. WW2/1 was filed by Shri Puri before High Court of Delhi, wherein he projected facts relating to the arrangement between the Corporation and share transfer agents. Therefore, out of facts unfolded by Shri Menon and Shri Puri, it is evident that nine employees, appointed by the Corporation were shown as employees of share transfer agent through whom their salary bills were routed. Share transfer agents were interposed in between by the Corporation. These facts led High Court of Delhi to pass order Ex. WW2/M1, making observation to the effect that industrial adjudicator shall decide the matter in the light of the decision by the Apex Court in Steel Authority of India (supra). In writ jurisdiction, the High Court was not supposed to adjudicate disputed facts. Claimant claimed before the High Court that he was an employee of the Corporation, which fact was disputed. Shri Puri placed factum of arrangement before the High Court by his counter affidavit and brought it to the light of the day that nine employees were engaged by the Corporation through share transfer agents. Therefore, evidently, the share transfer agents were interposed as a Contractor and in fact it was the principal employer, namely, the Corporation who had employed him.

22. In Steel Authority of India Ltd. (supra) the Apex Court was confronted with the proposition as to whether automatic absorption of contract labour, working in an establishment of the principal employer, as regular employees follows on issuance of a valid notification under sub-section (1) of section 10 of the Contract Labour (Regulation and Abolition) Act, 1972 (in short the Act) prohibiting the contract labour in the establishment concerned. Catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz, (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour because the appropriate Government issued notification under section 10(1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employees of the

principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither Section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by the appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills [AIR 1964 S. C. 355] a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussain Bhai (supra) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under Section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

23. In view of law laid by the Apex Court, factual matrix would be appreciated. As unfolded by Shri Puri claimant and eight others were employed by the Corporation, interposing the share transfer agents in between. Shri Puri makes it clear that salary bill of those nine employees were routed by the Corporation through

share transfer agents. His testimony makes it clear that in fact it was the Corporation who was their employer. Consequently it is evident that the arrangement so made by the Corporation with share transfer agents was ruse and camouflage, entered with a view to evade benefits available to their employees. Veil, which stood lifted through the affidavit of Shri Puri which is Ex. WW/2/1, make it clear that in fact the claimant and 8 others were employees of the Corporation. Consequently this Tribunal is constrained to conclude that the arrangement so interposed is sham and bogus, brought in between by the Corporation with a view to avoid benefits to the claimant. Resultantly it is announced that the claimant was in fact an employee of the Corporation.

24. Findings recorded above are reaffirmed from the documents, which would be appreciated now. Ex. WW5/1 to Ex. WW5/4 are cheques issued by the Corporation in favour of the claimant. Ex. WW5/1 is the cheque for a sum of Rs. 730 only issued on 23rd of February, 98 by the Corporation in favour of the claimant. Ex. WW5/2 was issued by the Corporation on 5th of May, 98 in favour of the claimant for a sum of Rs. 1130. Ex. WW5/4 is the another cheque issued in favour of the claimant by the Corporation for a sum of Rs. 2000. No explanation was offered as to why and for what services rendered by the claimant, the cheques were issued by the Corporation in his favour. Claimant agitates that he was an employee of the Corporation and these cheques were issued in that capacity.

25. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time, when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

26. Cheques referred above bring it over the record that the Corporation dealt with the claimant as its employee, when aforesaid cheques were issued in his favour. Ex. WW5/6 is a letter received by the Corporation from Surinder Kaur Bajaj, wherein she had showed her annoyance for time taken in transfer of bonds in her name. The said letter was marked to the claimant by Shri S. K. Ajmani for disposal at his ends. Shri Ajmani enquired

from the claimant as to what was the problem in transfer of bonds in the name of the lady. Piyush Aggarwal wrote for Allora Traders Ltd. to the Company Secretary of the Corporation seeking redemption of 100 bonds while sending Ex. WW6/7 by fax, Shri Aggarwal invited attention of the claimant for action in the matter. Claimant dealt with an application of Dunlop Employees Provident Fund for splitting of 1000 bonds into 19 certificates. He records Ex. WW 5/8 detailing therein that certificates were signed by the Directors on 24-6-98 and common seal of the Corporation was fixed by him on those bonds in presence of Manager (bonds) and Mr. Rishi. He presented Ex. WW5/8 for consideration of Shri S. K. Ajmani, Manager (bonds), who confirms the factum of affixation of seal of the Corporation and forwards the document to Group General Manager (bonds), who ordered registration of those bonds in the name of Dunlop Employees Gratuity Fund. Ex. WW5/14 and Ex. WW5/15 are list of the staff of the Corporation prepared for release of salary for the month of June and July, 99, wherein name of the claimant appears as Shri R.P.Chamoli. These documents bear signature of Shri Sureshan in the capacity of Accountant, Karvy Consultants Pvt. Ltd. and Shri S. K. Ajmani, Deputy General Manager (bonds) of the Corporation. In the same manner Ex. WW5/17 is the list of the employees for release of arrears from April, to November,96 and salary for the month of February, 97. Ex. WW5/19 is the document issued by Shri S. K. Ajmani commanding Shri Harish Chand Shoudhi and the claimant to visit the Office of Karvy Consultants on 19th of September, 98 to assess progress of computerisation of 3rd series data. Ex. WW4/1 is the document wherein the claimant deals with the bills presented by M/s Shiva Associate for payment. He recommends that the payment of Rs. 5650 may be made to M/s Shiva Associates. His recommendations were dealt with by Shri S. K. Ajmani and by Shri C. S. Verma. In the same manner he dealt with a bill of M/s Shiva Associates which document is Ex. WW4/15. Ex. WW4/17 was initiated by the claimant in respect of conveyance charges wherein he recommends that those charges may be restricted to Rs. 250 each only, which recommendation is contained in Ex. WW4/17. He also deals with the bill of M/s Shiva Associates and records that a sum of Rs. 6280, including conveyance charges of Rs. 630 may be passed for payment, which facts are projected in document Ex. WW4/21. In the same manner he submits Ex. WW4/22 for sanction of payments of bill amounting to Rs. 6280 including conveyance charge of Rs. 630 in favour of M/s Shiva Associates. These documents were dealt with by the officers of the Corporation after recommendation so recorded by the claimant. Besides the documents referred above, Ex. WW4/25 is note sheet presented by Shri Rajinder Singh to his superiors and ultimately it was dealt with by Shri S. K. Ajmani and General Manager (bonds) and Company Secretary. Out of the documents, referred above, one and the only conclusion emerges is

that the claimant was performing his duties as an employee of the Corporation, who used to report to the Manager (bonds). Besides the above documents claimant have brought photo copy of attendance register over the record which are Ex. WW5/9, Ex. WW5/10 and Ex. WW5/11. Hence it is crystal clear that the claimant was working as an employee of the Corporation.

27. Shri Harish Chand Shoudhi unfolds in unequivocal words that the claimant was working in bond section of the Corporation under him, who was interviewed and appointed C. S. Verma, General Manager (bonds). Claimant worked there alongwith him till 2002. When he left the Corporation in 2002, the claimant was working there at that time. Facts so unfolded by Shri Harish Chand Shondhi gives corroboration to the findings recorded hereinabove. Consequently, it is concluded that relationship of employer and employee existed between the claimant and the Corporation. The Corporation took direct services of the claimant and rooted his salary though share transfer agents, which modus operandi is deprecated by law.

28. Claimant projects that he filed a writ petition before High Court of Delhi, wherein order dated 24-3-99 was passed, which is Ex. W-1 restraining the Corporation from terminating his services. His writ petition was disposed of vide order dated 29-1-2003 with permission to raise dispute before the appropriate Government and the industrial adjudicator was commanded to decide the matter in pursuance of the decision of the Apex Court in Steel Authority of India Ltd. (supra), copy of the order passed by High Court of Delhi is Ex. WW2/M1. He projects that at that stage, the Corporation has not allowed him and his other colleagues to enter its premises. He was removed from the service of the Corporation and he approached the Conciliation Officer. Facts projected by the Claimant remained unassailed, when the Corporation tried to purify his testimony by an ordeal of cross examination. Consequently, it is evident that the claimant was in continuous service of the Corporation since 1996 till January, 2001.

29. "Continuous Service" has been defined by Section 25-B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days

specified in clauses (a) and (b) thereof. In *Vijay Kumar Majoo (1968 Lab.I.C.1180)* it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman in 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

30. An enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment. As unfolded by the claimant he rendered continuous service for 240 days with the Corporation in 12 months preceding the date when relationship of employer and employee were snapped. Consequently it is evident that the claimant has been able to establish that he rendered continuous service for more than a year with the Corporation.

31. Claimant had brought it over the record that he had rendered 240 days continuous service with the Corporation in every calendar year. On 29-1-03 his petition stood disposed of and thereafter he was not allowed to enter the premises of the Corporation, to perform his duties. The Corporation could not establish that services rendered by the claimant were not continuous for a period of one year, preceding from the date of his termination of services. Hence it is evident that the claimant could establish to have rendered continuous service for more than 240 days in every calendar year.

32. Claimant highlights that his services were dispensed with by the Corporation after 23-1-03. He makes it clear that termination of services was not in consonance with the provisions of Section 25-F of the Act. Shri S. Radha Krishnan nowhere projects that notice or pay in lieu thereof was given to the claimant while terminating his services. Rrenchment compensation was not paid to him. Corporation was under an obligation to pay him compensation at the time of retrenchment. Payment of retrenchment compensation is a condition precedent to order of retrenchment. Precedent in *Bombay Union of Journalist case [1964 (1) LLJ 351]* *Adeshwar Lal (1970 Lab. I.C. 936)* and *B. M. Gupta [1979 (1) LLJ 168]* announced that subsequent payment of compensation cannot validate an invalidate order of retrenchment. His retrenchment compensation was not paid to the claimant. Consequently action of the Corporation falls within the mischief of Section 25-F of the Act.

33. His services of the claimant were retrenched in violation of the provisions of Section 25-F of the Act. He is entitled to reinstatement in service. Shri Kapur argued that the Corporation is Government of India Undertaking, which has rules of recruitment. According to him, when

claimant was engaged in violation of rules of retrenchment, he is not entitled to reinstatement of service, since it would amount to abrogation of these rules. On this count Shri Gulati presents that M. Kannon joined services of the management 29-9-2000, which fact has been brought over the record through document Ex. MW1/W2. He argued that Shri S. Radha Krishnan admits engagement of Shri M. Kannon by the Corporation on 29-9-2000. Services of Shri M. Kannon were subsequently regularized, admits Shri S. Radha Krishnan in his testimony, presents Shri Gulati. He claims that action of the Corporation in retaining Shri M. Kannon in services, who was junior to the claimant violates the provisions of Section 25-G of the Act, which fact also make it clear that retrenchment of the claimant was not in consonance with the procedure laid down by the Act. Regularisation of service of Shri M. Kannon highlights that a junior to him in service was regularized, after his services were dispensed with by the Corporation in an illegal manner. These facts make it clear that the claimant could show a justification for a command to the Corporation to reinstate his services.

34. Services of the claimant were dispensed with in violation of the provisions of Section 25-F of the Act. Circumstances projected by the claimant would show justification for a command to the management to reinstate his services. However, it is to be considered as to whether the claimant was gainfully employed in the intervening period. Though Rajinder Prasad claimed that he is unemployed since the date of his termination, yet no cogent evidence was produced by him in that behalf. Consequently, this Tribunal has to consider quantum of wages, which can be awarded to the claimant for the intervening period. No definite yardstick for measuring the quantum of wages/compensation is available. In S. S. Shethy [1957 (II) LLJ 696]. The Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words :

"The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by Industrial Tribunal in the event of industrial disputes arising between the parties in future.In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con",

35. A Divisional Bench of the Patna High Court in B. Choudhary Vs. Presiding Officer, Labour Court, Jamshedpur (1983) Lab I.C. 1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable; (ii) compensation for deprivation of job with future prospect and obtainability of alternative employment; (iii) employee's age; (iv) Length of service in the establishment; (v) capacity of the employer to pay and the nature of the employer's business; (vi) gainful employment in mitigation of damages; and (vii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process Shivakashi (1989 Lab. I. C. 1887).

36. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two year salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A. K. Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakraborty [1962 (II) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs. 50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O. P. Bhandari [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M. K. Aggarwal (1988 Lab. I.C. 380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh

(1993 Lab. I. C. 44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In Naval Kishor [1984 (II) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal [1985 Lab. I.C. 1225] a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari [1988 Lab.I.C.107] a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V. V. Rao (1991 Lab. I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

37. The claimant simply made a bald statement that he is unemployed since date of termination of his service. No cogent evidence was projected by him on that issue. In such a situation it cannot be said that the claimant is entitled for full back wages during the period he remained out of job, on account of illegal retrenchment of his services. However, considering the facts and circumstances in entirety, I am of the view that the Corporation is to be commanded to reinstate the services of the claimant with continuity and 20% back wages from the date of termination of his services till the date of his reinstatement.

38. When a junior to the claimant has been regularized in that proposition it does not lie in the mouth of the Corporation to say that service of the claimant cannot be regularized. Can corporation be permitted to treat equals differently? Answer lies in negative. In Bal Kishan [1990 (I) LLJ 61] the Apex Court announced that no junior shall be confirmed or promoted without considering the case of his senior. The observations made by the Apex Court are reproduced thus:

"In service, there could be only one norm for conferment or promotion of persons belonging to the same cadre. No junior shall be confirmed or promoted without considering the case of his senior. Any deviation from this principle will have demoralizing effect in service apart from their being contrary to Article 16(1) of the Constitution."

39. The management projected that in Uma Devi [2006 (4) SCC.1] the Apex Court ruled that a person who entered service dehors the rules has no right for regularization or continuance in service. The principle of law laid by the Apex Court in the aforesaid case is not a matter of dispute. Whether the law so laid would allow the management to discriminate the claimants from Shri M. Kannan, who was junior to him and placed on similar pedestal ? Such a proposition was considered by the Apex

Court in Pooran Chandra Pandey [2007 (12) Scale 304], wherein it was announced that precedent in Uma Devi (supra) cannot be applied mechanically without considering facts of a particular case. In Uma Devi it was ruled that a person, who entered the government service dehors rules cannot claim as right for continuance or regularization of service. However, the said decision nowhere speaks of a case where regularization in service has been sought in pursuance of fundamental rights guaranteed by Article 14 of the Constitution. In Pooran Chandra Pandey (supra) there were two sets of employees who were daily wagers, that is (i) the original employees of the U.P. State Electricity Board and (ii) the employees of the society, who subsequently became employees of the Electricity Board. The High Court ruled that there was no ground for discriminating between the two sets of employees. When issue reached the Apex Court it was ruled that since the parties were all appointed in the society before 4th of May, 1990, they cannot be denied benefit of the decision of the Electricity Board dated 28th of November, 1996, permitting regularization of the employees of the Electricity Board who were working from before 4-5-1990. It was announced that to take a contrary view would violate Article 14 of the Constitution. The courts cannot read Uma Devi case in a manner which will make it in conflict with Article 14 of the Constitution. Thus the Apex Court made it clear in Pooran Chandra Pandey (supra) that when regularization is to be ordered in pursuance of Article 14 of the Constitution precedent laid down in Uma Devi will not come in between.

40. Relying law laid in Pooran Chandra Pandey (supra), it is announced that it does not lie in the mouth of the corporation to seek refuse in the principles of law laid in Uma Devi with a view to deny equality to the claimant. Therefore, it is commanded that claimant, namely, Shri Rajinder Prasad would be regularized in the service by the management on the same standards on which Mr.Kannan was regularized. He would be regularized from the date whenever vacancies was available for him and in any eventuality not later from the date when services of Mr. Kannan were regularized.

41. In view of reasons detailed above, it is crystal clear that the claimant has been able to establish a case for reinstatement besides regularization in service. Accordingly it is concluded that the Corporation is under an obligation to reinstate the claimant with continuity and 20 % back wages from the date of his termination till the date of his reinstatement, besides his regularization in service. An Award is accordingly passed. It be sent to the appropriate Government for publication.

Dated : 27-10-2010.

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधितत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, धनबाद के पंचाट (संदर्भ संख्या 315/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/426/2001-आईआर (सी-1)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 315/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-20012/426/2001-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) at DHANBAD

PRESENT: SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 315 OF 2001

Parties:

Employers in relation to the management of Katras Area of M/s. B.C.C. L. and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate

State: Jharkhand Industry : Coal

Dated, Dhanbad, the 6th December, 2010

AWARD

The Government of India Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/426/2001 dated the 27th November, 2001.

SCHEDULE

“Whether the action of the management of East Katras Colliery of M/s. BCCL in dismissing Shri Ruplal Manjhi from the services of the company w.e.f. 26-12-97 is justified? If not, to what relief is the concerned workman entitled?”

2. The case of the workman Ruplal Manjhi as sponsored by the union in brief is that he was a permanent employee as a Miner/Loader of East Katras Colliery of M/s. B.C.C.L. Unfortunately due to his sudden falling ill, he absented from his duty from 10-3-1997 to 24-3-1997 under due information to the management. On his recovery from ailment, he presented with his medical certificate to resume his duty but management did not allow him to do so and his resumption of duty kept in abeyance on various pretext. It is alleged that in the meantime the Personnel Officer took his signatures on some papers on the plea that those were required in respect of paper formalities. But the management served upon him with a dismissal letter as per his letter No. BCCL/BK/PO/97/1266 dated 25-12-97 and 26-12-97 on the basis of ex parte enquiry report. Further it is alleged that the ex parte domestic enquiry with reference to providing ample opportunity to the workman to defend the charges was merely eyewash rather he was not properly intimated about the enquiry, so the alleged domestic enquiry being based on surmises and conjectures was totally against the principles of natural justice. Besides that dismissal order and the appointment of Enquiry Officer were not issued by the competent authority. He was not given even time for mercy appeal as per mandatory provision though his mercy representation dated 6-1-2000 before the C.M.D. M/s. BCCL is still awaited for the comments of the Area Office Katras. Despite several times approaches having made by the Union, such mala fide attitude of the management delayed more than 4 years. As such the management is alleged to have illegally and arbitrarily deprived the workman of his right to protection. Emphatically it is alleged on behalf of the workman to have given due explanation for his absenteeism in the light of his medical certificate which ought to have considered by the management. So his dismissal was totally unjustified and illegal being arbitrary and mala fide.

3. Whereas the case of the management as pleaded in its Written Statement-cum-rejoinder is that without prior information or permission, the workman unauthorisedly absented from his duty with effect from 10-3-1997 as he did several times in the past. So Charge-sheet No.48 dated 15-4-1997 (Ext. M-2) was issued to him on his home address through Registered post, but he did not submit any reply or any information about his absence. Accordingly domestic enquiry was duly initiated against the workman by the management. Despite several informations by the Enquiring Officer to the workman, the workman neither appeared nor sent any information of his inability to attend the enquiry. Further it is alleged that finding no alternative but to hold ex parte enquiry the Enquiring Officer conducted the enquiry ex parte and submitted his report (Ext. M-6) of his guilt of alleged charges to the Disciplinary Authority who after considering it and taking approval of the competent authority dismissed him as per dismissal letter No. 1264 dated 26-12-1997 (Ext. M-7). Since the workman was a habitual absentee

even in the last 3 years, namely, as apparent from his attendance 143, 126 and 063 days in the years 1994, 1995 and 1996 respectively. So in view of the fair domestic enquiry based on the principles of natural justice, his dismissal was legal and justified.

FINDING WITH REASONS

4. At the out set, the perusal of the case record manifests that the Learned Predecessor Presiding Officer of this Tribunal after preliminary enquiry into whether the domestic enquiry conducted against the concerned workman was fair and proper and in accordance with the principle of natural justice, held the domestic enquiry accordingly as per the evidence of MW-1 Ratnakar Mallick, the then P.O. as the Enquiring Officer who was appointed by the Disciplinary authority for it (Ext.M-1). In course of evidence of the aforesaid MW-1 the copy of the chargesheet was marked as Ext.M-2, the reply to the chargesheet as Ext.M-3, enquiry proceeding papers as Ext. M-4 over which the signatures of the concerned workman as Ext. M-5 series. According to him after the completion of the enquiry, he submitted his report (Ext. M-6), held him guilty of the charges levelled against him disclosing the facts that he was given full opportunity to defend his own case. So it was held that the domestic enquiry was fair, proper and in accordance with the principle of natural justice vide Order dated 27-3-2006, but the aforesaid witness could not be cross-examined on account of non-appearance of the anybody on behalf of the workman.

5. Therefore the case came up for hearing argument on merits. Even after coming of the Court in section, despite registered notices, none appeared on behalf of the workman and atlast argument of Mr. D. K. Verma was heard on merit for final adjudication.

6. On the consideration of the facts as pleaded on behalf of both the parties and the evidence as adduced mainly on behalf of the management, I find the following factor emerging out of them, namely, facts and evidence available on the case records are vital for adjudication:—

- (a) Firstly the relationship between the employee and the employer existed between the both parties. The workman was a permanent Miner/Loader of the management.
- (b) Secondly, pleadings of both the parties is that the domestic enquiry was held exparte whereas the evidence of the solitary MW-1 Ratnakar Mallick, the then P.O. of East Katras Colliery as the Enquiry Officer has ascertained all along presence of the workman in the enquiry proceeding under his signatures (Ext. M-5) series. This is the vital inconsistencies between the pleadings and the evidence of the management suggesting gross discrepancies which is evident from para-7 & 8 of the W.S. -cum -rejoinder of the management.

- (c) But the pleadings of the workman under para 2 (c) of his W.S. is that after recovery he presented and represented with the medical certificate before the management and he was not allowed to resume his duty on various pretext though the concerned Personnel Officer had taken his signatures on several papers as formalities.

Now evidence supportive to it has been adduced on half of the workman due to non-appearance in the case. Under these circumstances I would like to reply upon the following authorities:—

- (i) It has been held that if a particular plea is not taken by a party, no finding can be given. (Metallurgical and Engineering Consultant (India) Ltd. -Versus - State of Bihar reported in 2001 LLR 823 (Jhar H. C.)
- (ii) The plea not taken in the pleadings, canot be raised in evidence - Kunwar Prasad -Versus - Creating Garments (2001-88) FLR 556, (2001) 2 LLN 534 : 2001 LLR 617 (Bom. H. C.).
- (iii) The plea though taken in the W.S. but not supported with the evidence, will not be sufficient to justify action of employer (Management of M/s. Brahamputra Board -Versus - Ashok Kumar, 2006 -LLR 672 (Del H. C.)

7. In support of the case of the management, Shri D. K. Verma, Learned Counsel relying upon the authority : 2006 LAB I. C. 2262 S. C. (D. B.) North Eastern Karnataka R. T. Corpn. v. Ashappa & Anr., has submitted that in the instant case the concerned workman Ruplal Manjhi, being absent from his duty amounting to misconduct was rightly dismissed from his service after holding domestic enquiry fairly and properly and the aforesaid authority is alleged to be applicable to the present case. The ruling relates to the facts that a Bus conductor remaining absent not only for more than three years but also unauthorisedly remained absent on several occasions. So his such misconduct resulted in his dismissal which was not disproportionate to the charges. Further submission of the Learned Counsel for the management emphatically is that in the absence of any such factors namely punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the Court or mitigating circumstances requiring the reduction of the sentence or the past conduct of the workman, the Labour Court cannot by way of sympathy alone exercise powers under section 11A of the I. D. Act, 1947 and reduce the punishment as held in the case of Orissa Cement Ltd. -versus - Adikanda Sahu (1960) 1 L.L.J.518 (SC), New Shorrock Mills -V- Maheshbhai T. Rao (1996) 6 SCC 590 as referred in the authority (2008) 1 SCC (L & S) 170 which is related to reservation of the physically handicapped persons.

8. On going through both the authorities very cautiously, very respectfully it is found that the Hon'ble Apex Court has been pleased to observe that the Tribunal exercises a limited jurisdiction and the jurisdiction to interfere with the quantum of punishment could be

exercised only when, inter alia it is found to be grossly disproportionate : the Tribunal may further exercise its jurisdiction when the relevant facts are not taken into consideration by the management which would have direct bearing on the question of quantum of punishment (para-11) of the former authority.

9. The fact of the latter authority refers to punishment of dismissal for using abusive language which was held to be not disproportionate. But in the instant case the concerned workman Ruplal Manjhi being a Miner/Loader was dismissed from his permanent service for his absentism as per the domestic enquiry held by the management for the first time. The perusal of the domestic enquiry proceeding (Ext.M-4) unfolds the recording of the statement of the workman concerned Ruplal Manjhi by the Enquiring Officer (MW-1) under which he seems to have stated to have fallen sick on 10-3-97, then he got treatment at Benidih Hospital under Block-II Area of M/s. BCCL upto 10-4-97 and thereafter he reported for joining duty on 11-4-97 though he has admitted not to have sent his sick information to the colliery which was his fault and he undertook not to repeat such mistake in future.

10. Under the circumstances the fact of this case is different from the factum of both the aforesaid authorities. Admittedly in absence of any such domestic enquiry concerning absentism held previously against the concerned workman, the continuous service of this workman under Section 25B of the Industrial Disputes Act, 1947 cannot be deemed to be discontinued in the eye of law. Despite the fact, for a single mistake of the workman owing to his non reporting his sickness though fully reported with the medical certificate for the disputed month as ascertained by the workman himself during his cross-examination, his dismissal from his service was not proportionate and in gross violation of his fundamental right under Article 14 of the Indian Constitution.

11. In view of the aforesaid finding, I hold that the action of the management of East Katras Colliery of M/s. BCCL in dismissing Shri Ruplal Manjhi from the services of the Company with effect from 26-12-97 is unjustified in the eyes of facts as well as the laws. He is entitled to be reinstated in his service with back wages with stoppage of one increment from the date of his dismissal to the date of his reinstatement within 2 months from the date of publication of the Award in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, धनबाद के पंचाट (संदर्भ संख्या 18/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/184/2003-आईआर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 317.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.18/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 5-1-2011.

[No. L-20012/184/2003-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act, 1947

Reference No. 18 of 2004

Parties:

Employers in relation to the management of Western Jharia Area of M/s. B.C.C. L. and their workman.

APPEARANCES:

On behalf of the workman : Mr. S. N. Ghosh, Advocate

On behalf of the employers : Mr. U. N. Lal, Advocate
State: Jharkhand
Industry : Coal

Dated, Dhanbad, the 9th December, 2010

AWARD

The Government of India Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/184/2003- IR (C-1) dated the 24th December, 2003.

SCHEDULE

“Whether the action of the management of M/s. BCCL Western, Jharia Area in dismissing Shri Damodar Bahadur, Miner/Loader from service w.e.f. 28-7-01 is just and fair? If not, to what relief is the concerned workman entitled ?”

2. The case as sponsored by the Union for the workman Shri Damodar Bahadur, Miner/Loader is that just after joining his service of BCCL on 12-12-97 he was sent for training at Group Vocational Training Centre at Murulidih under Mohuda Area from 12-12-97 to 23-3-1998, for which he was issued certificate by the authority concerned on the successful completion of his training. Thereafter he was posted as under Miner/Loader at Lohapatty Colliery where he all along performed his duty satisfactory but at last he became a victim of anti-labour

policy of the management. Due to his sudden becoming physically unfit, he could not attend his duty from 20-1-2000 to 6-2-2000 which was informed by him to the concerned authorities of his illness. On the written request to the Colliery Manager of the Area Shri Choubey on 7-2-2002 to resume his duty, though he was allowed yet the Attendance Clerk concerned in disobedience of the order of the superior did not allow him to join his duty rather he was made to run for a week. He fell unconscious on 15-2-2000 for his mental tension and agony owing to the in different attitude of the management. He had always informed the management of his illness through Post Office. Nonetheless a chargesheet dated 24/25-8-2000 was malafide issued against him alleging as habitual absentee. The charge is baseless because the tenure of his training from 12-12-97, the date of his joining to 23-3-98 was not treated his training on duty and his attendance 176 days in the year 1998 as stated in the Chargesheet was much more than the slab of 125 days being observed as per prevailing norm of the BCCL and the attendance below that slab is chargeable for a workman and its continued for 3 years is treated as habitual absentee. Further pleading on behalf of the workman is that the completion of entire enquiry proceeding in a single day on 14-2-2001 as found during the course of conciliation before the ALC (C), Dhanbad is a matter of great surprise, suggesting out and out a table work of the management. Non-supply of the Enquiry proceeding to the workman clearly suggests the fact that the workman was totally kept unaware of it. Though a letter to the workman on 13-7-2001 purported for the supply of the copy of enquiry report and proceeding yet it was never served upon him rather he got a copy of enquiry proceeding only at the stage of the conciliation proceeding. Besides that no second show cause notice was issued yet the issuance of dismissal letter dated 27-7-2001 dismissing him from the service with effect from 28-7-2001 was quite illegal, arbitrary and ultravires. So the enquiry was not only vindictive but also illegal null and void.

3. Whereas conceding to the status of workman as Miner/Loader at Lohapatty Colliery the pleading of the management is that the unauthorisedly remained absent from his duty since 20-1-2000. So he was issued chargesheet dated 24/25-8-2000 (Ext.M-1) for his aforesaid absence as well as for his habitual absence during the years 1998 and 1999 in which his attendances were 176 and 177 days respectively. The reply of the workman dated 22-1-2001 (Ext.M-2) to the charges was unsatisfactory. Thereafter a domestic enquiry was held by the Enquiry Officer Shri R. Lakra, Personnel Manager of the said colliery as per his appointment vide letter No.298-2001 (Ext.M-3) and the concerned workman is alleged to have participated in it. After due enquiry, the Enquiry Officer submitted his Enquiry report (Ext.M-6) in five pages that the charges levelled against him was fully established. Consequently second show cause notice dated 13-7-2001 was issued to the concerned workman but he did not reply to it. So the

Disciplinary Authority basing on the Enquiry Proceeding (Ext.M-5) (8 pages) and the Enquiry report (Ext.M-6) decided to impose the punishment of dismissal and accordingly the concerned workman was dismissed from his service of the Company as per dismissal order No.1488 dated 27-7-2001 with effect from 28-7-2001 (Ext.M-9) on having proved his misconduct. Ample opportunity is alleged to have been given to the concerned workman as per the principle of natural justice. So the action of the management concerned in the dismissal of the workman Damodar Bahadur, Miner/Loader from the service was just fair and reasonable.

FINDING WITH REASONS

4. In the instant case, on admission of both the parties as well as on the consideration of the enquiry papers of the management the relevant enquiry proceeding papers were marked as Exts. M-1 to M-9, the domestic enquiry against the workman concerned was held fair proper and in accordance with the principle of natural justice as per Order dated 25-4-06 of the Presiding Officer of this Tribunal.

5. At the very outset, the perusal of the pleading of the workman in para-2 in connection with his undergoing training at the Group Vocational Training Centre at Murulidih under Mohuda Area from 12-12-97, the date of his joining to 23-2-1998, In lack of its specific denial on the part of the management concerned just after his posting at Lohapatty Colliery following his appointment on 12-12-97 stands undisputable, as it is settled law that the pleadings of the workman, if not specifically denied by the management amounts to admission and binding upon the adverse party, namely, the management. Besides it the undergone training by the workman for the specified period just after his appointment as per settled law is deemed to be on duty.

6. Bare reading of Chargesheet (Ext.M-1) discloses attendance of the workman Nil, 176 and 177 days in the year 1997, 1998 and 1999 respectively against 305 total working days each year. But in view of the aforesaid admitted facts concerning the workman who joined his service on 12-12-1997, I find that since the date of his joining he has undergone training for the said period namely 12-12-97 to 23-9-98 i.e. 19 days and 82 days training in the years 1997 and 1998 respectively. So the question of his Nil attendance in the year 1997 is untenable and his 82 days vocational training at the aforesaid training if added to his attendance, 176 days comes to total 258 days in the year 1998. The Certified Standing Order under clause 17.8 stipulates that if a workman remains absent unauthorisedly exceeding 10 days the workman has on application to explain it to the satisfaction of the Manager concerned but in the instant case no such any notice for his absence in the year 1997 was given to the present workman nor proceeding was drawn against him. The chargesheet alleges his unauthorised absence since 20-1-2000 from his

duty, for which the aforesaid domestic enquiry was held against the workman and in the said enquiry the workman submitted his reply (reply dated 22-1-2001) which is just after 2 days of his absence and therein he explained his absence due to urgent work and again on his petition on 7-7-2000 he was ordered to resume his duty but he was not allowed by the Attendance Babu (Attendance Clerk) and in this way despite his frequent visit for a week he did not get his job; meanwhile he suddenly but gravely fell ill on 15-2-2000. So his grave illness was his compelling circumstances preventing him from presenting himself on duty. His reply also refers to the enclosures of this health certificate (Medical Certificate Ext.M5/3) and his information letter through U.P.C. receipts to the Manager concerned. In course of the domestic enquiry the workman also has justified his absence for his illness submitting his Medical Certificate etc. which is apparent from the Enquiry Proceedings (Ext.M-5) and proceeding dated 14-2-2001 in particular.

7. In view of the facts and circumstances the Notesheet of the management (Ext.M-8) appears to be not based on the factual ground of the case. Certified Standing Order Clause 27.2.6 mandates "No order of discharge or dismissal from service shall be made by an authority lower than the appointing authority of the workman." In this case the dismissal against the concerned workman has been passed by the Agent/Project Officer of the Colliery concerned which is totally illegal. In these circumstances I find and hold that the dismissal Order (Ext.M-9) dismissing the concerned workman Shri Damodar Bahadur, Miner/ Loader of Lohapatty Colliery from his service is not at all just and fair rather it appears to be unjust, unfair and against the principle of natural justice. In view of his continued service as Miner/Loader working underground under Section 25B of the I.D. Act, 1947 he is entitled to be reinstatement from the date of his dismissal namely 28-7-2001 with continuity of services but without any back wages. Management is directed to implement the award within three months from the date of its publication in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 318.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, धनबाद के पंचाट (संदर्भ संख्या 227/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/141/1998-आईआर (सी-1)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 318.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No.227/98) of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 5-1-2011.

[No. L-20012/141/1998-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT DHANBAD

PRESENT: SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I.D. Act., 1947

REFERENCE NO. 227 OF 1998

Parties:

Employers in relation to the management of Katras Project of M/s. B.C.C. L. and their workman.

APPEARANCES:

On behalf of the workman : Shri B. Mahanty,
Executive Member
(Central) Bihar
Colliery Kamgar Union
Dhanbad

On behalf of the employers : Mr. D. K. Verma, Advocate
State: Jharkhand
Industry : Coal

Dated, Dhanbad, the 10th December, 2010

AWARD

The Government of India Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/141/98-IR. (C-I) dated the 1-12-98.

SCHEDULE

"Whether the action of the management of Katras Project of M/s. BCCL in dismissing Sri Ram Charitar Bhuria, Loader from the services of the company w.e.f. 31-10-95 only on the ground of unauthorised absence from duty from 11-6-93 is justified? If not, to what relief the concerned workman is entitled?"

2. The case of the sponsoring Union is that on his application concerning the dismissal of workman Shri Ram Charitar Bhuria of Katras Project Area of M/s.B.C.C.L., a conciliation proceeding under File No.1/55/97 E-III was started before the ALC (C), Dhanbad in which several documents in support of the claim of the workman were submitted but the management did not turn up; hence the matter was referred by the Labour Ministry to this Tribunal for adjudication. In fact, the concerned workman Ram

Charitar Bhuia was appointed in place of his deceased father late Rameshwar Bhuia as per N.C.W.A. -V in the year 1992. But the management concerned did not pay a single farthing for his wages since the date of his joining the service till the date of his alleged dismissal though several times he made applications for the payment of his wages yet the management kept mum. Not only the concerned workman but also his family members suffered pain and pang of hunger for ever. At last the management deliberately dismissed the concerned workman only on the ground of absenteeism which is not sufficient for his dismissal from the services under the law, because there was no other serious charge against him and accordingly it was claimed for his reinstatement in his service with full back wages right from 31-12-1992 to 11-6-1993.

3. Whereas the pleadings of the management is that the workman was all along not regular rather a habitual absentee from his duty several times during the short tenure of his service since his posting at Katras Project following his appointment on 31-12-1992. Despite a number of warnings to him he remained absent, so charge-sheet was issued vide letter dated 11-3-94 and he was allowed to join his duty with the last warning vide letter dated 19-7-1994 after the settlement between both the parties under which the workman undertook not to repeat such misconduct in future. Even then the workman joined his duty and remained absent, so another charge-sheet for his habitual absenteeism was issued vide dated 3-9-94 (Ext. M-2). In response to the charge-sheet the workman submitted his reply (Ext. M-3). But after finding it unsatisfactory the management initiated a departmental proceeding, appointing Shri P. N. Singh, the then Senior Personnel Officer of Katras Project as Enquiry Officer as per letter (Ext. M-1) who held domestic enquiry into the aforesaid charges. The workman is alleged to have not only participated but was also given full opportunity to defend his own case as per enquiry proceeding papers under the signature of the Presenting Officer as Ext. M-4-5 series and the signatures of the workman as Ext. M-6 series. On completion of the domestic enquiry in accordance with the principles of natural justice, he submitted enquiry report (Ext. M-7). The Disciplinary Authority after considering the aforesaid proceeding as well as Enquiry Report dismissed the workman from the services of the company with effect from 31-10-95. So his dismissal is legal and justified.

FINDING WITH REASONS

4. In the instant case under adjudication, I find that after hearing the argument on behalf of both the parties and considering the materials available on the case record this Tribunal was pleased to hold that the domestic enquiry was fair, proper and in accordance with the principle of natural justice at the preliminary issue on the basis of examination of evidence of Shri P. N. Singh, Dy. P. M. as MW-1 and workman Ramcharitar Bhuia as WW-1 on behalf of the management and the union concerned

respectively. Thereafter it proceeded hearing argument on merits.

5. On going through the pleadings of both the parties and the materials available on the case record I find the following facts are undisputable.

- (i) The relationship between the workman and the management as the employee and the employer existed.
- (ii) Workman Ramcharitar Bhuia was appointed on 31-12-92 as Miner/Loader in place of his deceased father late Rameshwar Bhuia as per clause 9.3.2 of NCWA-V and the domestic enquiry for the charges of his unauthorised absence from his duty on 21-7-94 against the workman was held fair, proper and in accordance with the principle of natural justice.

6. The plea of Mr. B. Mohanty, the representative of the workman inter alia is that the management not paid the workman a single farthing for his wages since the date of his joining his services till the date of his dismissal and that his dismissal from his service on the ground of absenteeism was illegal and arbitrary though the evidence of workman Ramcharitar Bhuia as WW-1 appears to be evident as stated in his Written Statement but his Written Statement does not justify his absence from his duty on the disputed date on account of his illness, though the plea of illness reflects in the statement of the workman under his signature Ext.M-1/5, in the domestic enquiry as also stated in his reply (Ext.M-3). On the other side the contention of Mr. D. K. Verma, for the management is that unauthorised absence of the workman several times during his short tenure of his service for which a number of times warning to him, warranted the domestic enquiry for the charges of his absence on the specified date without any information and after the proof of his misconduct, twice show cause notice was issued to him but he did not respond to it. So his dismissal from his service was quite just and proper.

7. Learned Counsel for the management submitted relying the authority 2006 LAB I. C. 2262 (SC) (DB), North Eastern Karnataka R. T. Corpn. V. Ashappa & Anr. as held therein, by the Hon'ble Apex Court, in reference to Section 11A of the I. D. Act, 1947 that a Bus Conductor remaining absent not only for more than 3 years but also unauthorisedly on several occasions amounting to a major misconduct in his employment of running buses, was dismissed from his service which was not to be substituted with reinstatement (para-8). Further he quoted the authority 2005 (3) SCC-134 Mahindra and Mahindra Ltd. Vs N. B. Narawade (para-20) referred in 2008 (1) SCC (L & S) 170 related to reservation for physically handicapped persons, submitting that it was held by the Hon'ble Apex Court in reference to Section 11A of the I.D. Act, 1947 the discretion of the Labour Court/Industrial Tribunal in interfering with the quantum of punishment ordered by the management where the workman concerned was found guilty of misconduct is limited to the factors like punishment

being disproportionate to the gravity of misconduct, the mitigating circumstances or the past conduct of the workman (Para-10).

8. In the present case MW-1 P. N. Singh the then Sr. Personnel Officer at Katras Project as the Enquiring Officer by virtue of his appointment letter dated 12-10-1994 (Ext.M-1) held the domestic enquiry against the concerned workman. The Charge-sheet (Ext.M-2) was issued to it the workman submitted his reply (Ext.M-3). According to him he had issued notices (Ext. M-4 series) to the workman, who participated in it and defended his case as per the enquiry proceeding papers (Ext.M-5) series over which the signatures of the workman as Ext.M-6 series. After completing the enquiry he held the workman guilty of charge of absenteeism and accordingly submitted his enquiry report as Ext.M-7. But the workman did not respond to the second show cause notice which is Ext. M-8 and thereafter on the approval of the G. M. (Ext.M-9) over the note sheet of the Project Officer concerned, the dismissal order dt. 31-10-95, handwritten carbon copy as Ext.M-10 was issued by the Project Officer of Katras Project against the workman dismissing him from his service with effect from 22-10-95 as contrasted with 31-10-95 under the schedule. The entire proceeding bears not a single documentary proceeding as to previous disciplinary action taken against this workman except collected informations written by the concerned staff concerning the alleged warning dated 8-5-93, 2-5-93 and 11-6-93 to the workman for resumption of his duty. The management has no proof of previous such misconduct except the present one against the workman for a single misconduct. So far as the aforesaid authorities are concerned, I am of the view that they refer to graver misconduct of the employees concerned as contrasted with the present misconduct which is minor and it does not warrant in any way the dismissal of the workman from his permanent service as defined under section 25B of the I.D. Act, 1947. On the consideration of the aforesaid tangible facts I find and hold that the action of the management of Katras Project of M/s. BCCL in dismissing the workman Shri Ram Charitar Bhuia, the Miner/Loader from the services of the company with effect either from 31-10-95 as per schedule or from 22-10-1995 as per the dismissal order (Ext.M-10) only on the ground of unauthorised absence from duty from 11-6-93 is palpably unjustified and illegal. It would be proper to grant relief for his reinstatement in his service from the aforesaid alleged date of his dismissal but without any back wages. The management is directed to implement the Award within three months from the date of its publication in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 319.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या

110/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/147/2002-आई आर (सी-1)]

डॉ. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 319.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.110/2002) of the Central Government Industrial Tribunal-cum- Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-20012/147/2002-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, AT DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A)
of the I.D. Act.

REFERENCE NO. 110 of 2002

Parties:

Employers in relation to the management of P.B. Area of M/s. B.C.C. Ltd.

AND

Their workmen

PRESENT: SHRI H.M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : Shri B. N. Singh, Advocate.

State: Jharkhand

Industry : Coal

Dated, the 14 December, 2010

AWARD

By Order No. L-20012/147/2002-IR (C-I) dated 7-10-2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the denial to regularise Md. Illias in the post of Driver Cat. V and fixation of wages thereof with effect from 26-11-92 by the management of P. B. Area of M/s. B.C.C.L. is legal and justified? If not, to what relief is the concerned workman entitled and from what date?”

2. Written statement has been filed on behalf of the concerned workman stating that the concerned workman was initially appointed as U.G Loader. Later on in

the year 1990 the Area management Dy. C.P.M., P.B. Area deployed the concerned workman alongwith few others to work as Driver as they all were holding heavy vechicle driving licence. Considering their efficiency and satisfactory performance the Dy. Chief Personnel Manager, P. B. Area vide his office order dated 7-12-92 regularised the concerned workman. As such the concerned workman was very much entitled to fixation of wages on the post of Driver Cat.-V with effect from the date of regularisation i.e. 7-12-1992. But his fixation was made illegally and arbitrarily w.e.f. 12-10-98 vide office order of General Manager, P.B. Area in Ref-BL/PIR/98/1939 dated 13-10-98. The management adopted open discriminating attitude in pay fixation of the concerned workman. Although all the person were regularised on the post of Driver Cat. V, barring the concerned workman, all the rest seven workman were given benefit of fixation of wages from the year 1992 from the date of regularisation.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the concerned workman.

3. Written statement has been filed by the management stating that the concerned workman was initially appointed as U.G. Loader, Group-V to work in Undergound mine. In the year 1990, the concerned workman was authorised to work as a driver trainee. As per the Cadre Scheme, a workman has to be deployed as Khalasi and then after garining some experiences of driving of heavy vehicle, he is to be deployed as driver after trade test and after gaining some experiences of driving of heavy vehicle he is to be deployed as driver after trade test and after gaining sufficient experience of driving of heavy vehicle, the concerned workman has been regularised as a driver in Category-V with sanction of the competent authority. He was not deployed to work as a driver trainee under the Cadre Scheme.

According to the rules of the company only Director (Personnel) is the competent authority who issues office order for regularisation of a particular workman in a particular grade, after the recommendation of the Departmental Promotion Committee duly constituted for the said purpose. The concerned workman was regularised as a driver in Catrgory-V vide order dated 22-9-98 according to the sanction of the competent authority. The concerned workman accepted his regularisation and did not raise any protest against the order passed by the competent authority for his regularisation w.e.f. 22-9-98. All on a sudden the sponsoring union raised the industrial dispute vide their letter dated 12-4-2001 after long delay, which is a stale dispute.

It has been prayed that this Tribunal be pleased to pass an award holding that the action of the management is legal and justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting or denying some contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-I, Sitaram Prasad.

The concerned workman produced himself as WW-1 and has proved the documents, as Exts.W-1 and W-2.

6. Main argument advanced on behalf of the concerned workman is that considering his efficiency and satisfactory work the concerned workman was regularised as driver w.e.f. 26-12-92, but he has not been paid wages from 26-11-92 for driver. Instead of that he is paid wages arbitrarily by the management from 13-10-98 which is against the law.

7. In this respect the management argued that there is delay of seven years in raising grievance. Moreover the concerned workman accepted the pay of Driver w.e.f. 13-10-1998. There is post of khalasi and after gaining sufficient experience of driving of vehicle and after trade test he is to be deployed as driver. No trade test has been taken and he cannot be given promotion from 26-11-92 as he was appointed as Driver (Trainee). In this respect the concerned workman has filed management's order dated 3-2-90 by which he has been allowed to work as Driver (T) as per Ext.W-1. He has been regularised as Driver Category-V alongwith other co-workmen as per Ext.W-2 w.e.f. 26-11-92. In this respect MW-1, Sitaram Prasad, has stated in cross-examination that I do not know if benefit's have been given to the concerned workman according to Ext.W-1. He has also stated that I cannot say if any document marked 'X' for identification was issued by the management. Ext.W-1 is office order regularising the concerned workman. It only shows that the concerned workman is legally entitled to be treated having been confirmed in the post of Driver Category-V from 26-11-92 and fixation of wages thereof with effect from 26-11-92.

The concerned workman has referred a decision of Hon'ble Supreme Court reported in 1961 (I) LLJ 649—1961 (3) FLR 83 Jaswant Sugar Mills Ltd. Meerut Vs. Badri Prasad—in which Hon'ble Supreme Court laid down—that the definition of permanent workman did not require that such workmen should be employed throughout the year. The work on which he is engaged should be of a permanent nature and should last throughout the year. The proper construction of the definition of 'permanent workmen', is that he must be a workman engaged on a work of permanent nature which lasts throughout the year and who has completed his probationary period, if any, being one engaged to fill in a temporary need of extra hands on permanent jobs.

8. Considering the above facts and circumstances, it shows that the concerned workman is entitled to fixation of wages of Driver Category-V from 26-11-92.

9. Accordingly, I render the following award—

That the denial to regularies Md. Illias in the post of Driver Category-V and fixation of wages thereof with effect

from 26-11-92 by the management of P. B. Area of M/s. BCCL is not legal and justified. Management is directed to act accordingly within 30 days from the date of publication of the award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 320.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 213/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-20012/325/2001-आई आर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 320.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.213/2001) of the Central Government Industrial Tribunal-cum- Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 5-1-2011.

[No. L-20012/325/2001-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A)
of the I.D. Act.

REFERENCE No. 213 of 2001

PARTIES:

Employers in relation to the management of Ram Kanali Colliery of M/s. B.C.C.L.

AND

Their workman

PRESENT: Shri H. M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : Shri H. Nath, Advocate

For the Workman : Shri D. Mukherjee, Secretary,
Bihar Colliery Kamgar Union

State: Bihar Industry : Coal

Dated, the 15-12-2010

AWARD

By Order No. L-20012/325/2001-IR (C-I) dated 21-9-2001 the Central Government in the Ministry of Labour

has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Ram Kanali Colliery of M/s. BCCL, in dismissing Md. Ali Hussain from the service of the company w.e.f. 19-11-97 is justified? If not, to what relief is the concerned workman entitled ?”

2. The case of the concerned workman is that he had been working as permanent workman since long with unblemished record of service at Gazlitand Colliery. There was a mine accident at Gazlitand and the mine was completely drowned at Katri River water entered into the mine resulting in death of about 80 workmen, as a result of death of workmen, he lost his mental balance. As there was no provision/facility in BCCL Hospital for treatment of mentally ill patient so his relative had taken him to Ranchi for treatment. His relatives and friends informed the management about the aforesaid fact of illness. The concerned workman also informed the management through registered post about the same fact. After recovering from his illness the concerned workman reported for his duty alongwith medical certificate but he was not allowed to resume his duty. Thereafter he came to know that he had been dismissed by the management on the basis of alleged ex-parte enquiry. But the concerned workman neither received any chargesheet nor any enquiry notice. The allegation as levelled in the chargesheet does not constitute any misconduct and the chargesheet was issued by an unauthorised person. The concerned workman represented before the management several times but without any effect. Thereafter an industrial dispute was raised before A.L.C. (C), Dhanbad but the same ended in failure. So this dispute has been referred by the Government of India, Ministry of Labour to this Hon'ble Tribunal for adjudication. The dismissal of the concerned workman was against the provisions of the Standing Order and disproportionate to the alleged offence.

It has been prayed that this Hon'ble Tribunal be pleased to answer the reference in favour of the workman by awarding reinstatement of the concerned workman with full back wages.

3. The case of the management is that the concerned workman, Md. Ali Hussain, was permanent miner/loader of Ramkanali Colliery. He absented unauthorisedly from his duty w.e.f 7-2-97 without information/permission from the management. In the past also he absented several times. Accordingly he was chargesheeted vide letter dated 6-3-97 which was sent to him through registered post to his permanent address. He did not send any reply to the chargesheet. Thereafter it was decided to hold domestic enquiry and Sri S. N. Dubey, Personnel Manager, Ramkanali Colliery was appointed as Enquiry Officer to hold the enquiry.

The Enquiry Officer sent several informations to the concerned workman by his home address by registered post, but the concerned workman did not appear and accordingly the enquiry was held ex-parte. The Enquiry Officer submitted his reply holding the concerned workman guilty of the charge. Thereafter the concerned workman was dismissed from services vide letter dated 19-1-97.

In view of the facts stated above, it has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the concerned workman is not entitled to any relief.

4. Both the parties have submitted their rejoinders admitting or denying the contents of some of the paragraphs of each other's written statement.

5. The enquiry was held fairly and properly by order dated 5-3-2010.

6. The management has examined MW-1, S. N. Dubey and proved documents as Ext.M-1 to M-11.

The concerned workman has produced himself as WW-1.

7. Main argument advanced on behalf of the workman that the enquiry was ex-parte and no publication in the Newspaper was done. Moreover, argument also advanced that the original enquiry report is missing and not available which has not been produced before the Court. Second show-cause notice was not sent to the concerned workman.

In this respect the management's witness MW-1, S. N. Dubey has stated at page 2 that the enquiry was held ex-parte. In cross-examination at page 4 this witness stated that I cannot produce the original documents. I am not in a position to file any paper regarding missing of enquiry paper. I have not filed the original papers.

I have no paper to show that the concerned workman received the charge-sheet. In the enquiry paper there is no paper to show that the chargesheet was issued under registered post, and that was returned with the endorsement of the postal peon. Regarding holding of enquiry it was not published in any local newspaper. As per standing order habitual absenteeism. It shows that the management has not issued to the chargesheet to the concerned workman or any notice has been published in the newspaper for giving notice to the concerned workman. Ext. M-11 shows that no second show-cause notice has been given, ex-parte enquiry has been done which has been accepted proving misconduct and he was dismissed from service.

8. The workman has referred 2010 (125) FLR 187 in which Hon'ble Supreme Court held—"Industrial Disputes Act, 1947—Section 25-F—Constitution of India, 1950—Article 226 and 227—In its award Labour Court, on finding that the respondent employer had not complied with the mandatory requirement of Section 25-F of the Act, directed reinstatement of the appellant with continuity of service and 50% back wages — In writ petition High Court set aside the award of the Labour Court and directed payment of compensation of Rs.50,000 in lieu of

reinstatement — Held, vide discretion is vested in the Labour Court while adjudicating an industrial dispute relating to discharge or dismissal of a workman — If the Labour Court, after taking the pleadings of the parties and circumstances of the case into consideration, has directed re-instatement with 50% back wages High Court would not interfere with such discretion in exercise of the powers under Art. 226 & 227 of the Constitution — Apex Court judgement in case of Harjinder Singh V. Punjab State Warehousing Corporation, 2010 (124) FLR 700 (SC), referred. Ratio of the Apex Court judgements in cases of Mahboob Deepak V. Nagar Panchayat, Gajraula and another, 2008 (116) FLR 379 (SC), and Ghaziabad Development Authority and another V. Ashok Kumar and another, 2008 (117) FLR 1198 (SC), distinguished and explained — Impugned judgement and order of High Court set aside — Direction issued for the forthwith reinstatement of the appellant as a daily wager with 50% back wages — Appeal allowed."

The workman also referred 1998 LLR -1097 in which Supreme Court laid down—CHARGE - SHEET—Service of — sent by registered post — Returned with postal remarks 'not found' Does not amount to tendering to the addressee — Cannot be legally treated to have been served.

SHOW CAUSE NOTICE — Service of — By publication in newspaper not shown to be popular in the area — Compliance of — Not sufficient — Initiation of disciplinary proceedings upon such effective service held bad. Also referred 2009 LLR 252 in which Supreme Court laid down DEPARTMENTAL PROCEEDINGS — Departmental proceedings being a quasi judicial proceedings — The charges levelled against the delinquent officer must be found to have been proved — Management witnesses merely tendering the documents and not proving the contents thereof — The FIR relied upon could not be treated as evidence — Further, the orders being non-speaking cannot be sustained — Even otherwise the disciplinary proceeding was initiated against the appellant after five years of the incident.

9. Considering the facts and circumstances stated above, I hold that the management has without following the law laid down by the Hon'ble Supreme Court and without giving second show-cause notice and without giving any fair opportunity by giving registered notice or publication in the newspaper dismissed the concerned workman from service which is not proper.

So, the action of the management of Ram Kanali Colliery of M/s. BCCL in dismissing Md. Ali Hussain from the services of the company w.e.f. 19-11-1997 is not justified. Hence, the concerned workman is entitled to be reinstated in service with 50% back wages with other benefits. The management is directed to implement the award within 30 days from the date of publication of the award.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 321.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स लाइब्रेरी एवियेशन सर्विसेस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, मुम्बई के पंचाट (संदर्भ संख्या 2/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/57/2003-आई आर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 321.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 02/2004) of the Central Government Industrial Tribunal-cum-Labour Court-1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Livewel Aviation Services and their workman, which was received by the Central Government on 5-1-2011.

[No. L-11012/57/2003-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.1, MUMBAI**
JUSTICE G.S. SARRAF Presiding Officer
REFERENCE NO. CGIT-1/02 OF 2004

Parties :

Employers in relation to the management of
M/s. Livewel Aviation Services
And
Their Workmen

APPEARANCES :

For the Management : Absent
For the Union : Mr. Umesh Nabar, Adv.
Maharashtra

Mumbai dated the 18th day of November 2010.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/57/2003-IR (C-I) dtd. 24-12-2003. The terms of reference given in the schedule are as follows :

“Whether the action of the management of M/s. Livewel Aviation Services, Mumbai in terminating the services of 16 workmen (list enclosed) is justified? If not, to what relief are these workmen entitled?”

The matter was taken up today. Shri Umesh Nabar, learned advocate for the Union has submitted that the employees have given application stating therein that they are not interested in prosecution of the case. Shri Nabar therefore, prays that the case be disposed of in accordance the prayer of the employees.

2. In view of the above submission, the matter stands disposed of for want of prosecution.

An Award is made accordingly.

Justice G. S. SARAF, Presiding Officer

नई दिल्ली, 5 जनवरी, 2011

का.आ. 322.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स जैट लॉट (इंडिया) लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 25/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/11/2010-आई आर (सी-1)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 322.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 25/2010) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Jet Lite (India) Ltd., and their workman, which was received by the Central Government on 5-1-2011.

[No. L-11012/11/2010-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

**BEFORE DR.R.K.YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I,
KARKARDOOMA COURTS COMPLEX, DELHI**

I.D.No. 25/2010

Shri Virender Dutt
T-45, East Mehram Nagar,
Palam Airport,
New Delhi.

.... Workman

Versus

The Jet Lite (India) Ltd.,
A-110, Road No.5,
NH-8, Mahipalpur Extn.,
New Delhi.

....Management

AWARD

Jet Lite (India) Ltd, a subsidiary company of Jet Airways, engaged Shri Virender Dutt as Junior Ramp Security Assistant on 9th of July, 2007, on a fixed term of contract for a period of 36 months. Shri Virender Dutt joined his duties on 10th of July, 2007. He was paid a sum of Rs. 7877 PM, besides other facilities. He absented himself from his duties w.e.f. 1-11-2008. Telegram dated 21-11-2008 and letter dated 25-11-2008 were sent to him, calling upon him to join his duties. When Shri Virender Dutt failed to join his duties charge sheet dated 15-12-2008 was sent to him. He opted not to reply the charge sheet. Shri, B.K. Tamber, Advocate, was appointed as an Enquiry Officer. Shri Virender Dutt opted not to join the enquiry proceedings. He was proceeded ex parte. Enquiry Officer submitted his report to the Disciplinary Authority, who concurred with the findings of the Enquiry Officer. A show cause notice was issued to Shri Virender Dutt on 29th of January, 2009. No response was made to the said show cause notice. Ultimately he was dismissed from service, vide order dated 5-2-2009. When dismissal order was received, Shri Virender Dutt raised his grievances before the Conciliation Officer. His employer resisted his claim, which resulted in failure of conciliation proceedings. On consideration of failure report, submitted by the Conciliation Officer the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-11012/11/2010-IR(CM-I) New Delhi, dated 25th of March, 2010, with following terms:

“Whether the action of the management of M/s. Jet Lite (India) Ltd. in dismissing Shri Virender Dutt Ramp Security Assistant from the services w.e.f. 5-2-2009 is justified and legal? To what relief is the workman entitled?”

2. Claim statement was filed by Shri Virender Dutt pleading that he was appointed as Junior Ramp Security Assistant by Jet Lite (India) Ltd. (hereinafter referred to as the management) on fixed term of contract for a period of 36 months. He joined services on 10th of July, 2007 and his contract was to remain in operation till 9th of July, 2010. He was paid monthly emoluments of Rs. 7,877 besides other benefits. He passed basic course of 10 days at Mumbai. At the time of joining his services, he passed medical fitness test. He worked hard and in recognition of his hard work, he was promoted to Ramp Security Assistant. On 28-9-2008 at about 6.30 PM, while on duty he sustained injuries on his head. He became unconscious. No medical aid was provided to him. After sometime he regained his conscious and at that juncture he was made to attend to his duties. Even on next day he felt deterioration in his health, but no medical assistance was provided to him. When his conditions became bad to worse, he was referred to Indian Spinal Injury Centre, Vasant Kunj, by the management. One Dr. Dhruv declared

that he was losing vision of his eyes. He was referred to Dr. Tarun Kapur for consultation. He asked the management to provide him medical leave but to no avail. When he was running from pillar to post for medical treatment, the management became callous and dismissed him from service by manipulating records of his attendance. False evidence was created against him and thereafter drastic action was taken. He made a complaint to the Labour Commissioner in that regard. He presents that action of the management in dismissing his services is illegal. He claims reinstatement in service with continuity and full back wages.

3. Claim was demurred by the management pleading therein that the claimant absented himself from his duties w.e.f. 1-11-2008, without permission or intimation. Charge sheet dated 15-12-2008 was sent to him which was not replied by the claimant. An Enquiry Officer was appointed by the management. The claimant opted not to participate in the enquiry proceedings, hence he was proceeded ex parte. The Enquiry Officer submitted his report to the Competent Authority, who agreed with his findings. A show cause notice was sent to the claimant which was also not responded to. Considering gravity of the charges, his services were dismissed, vide order dated 5-2-2009. Since the claimant was dismissed after a domestic enquiry, in which he had opted not to participate, he is not entitled for relief of reinstatement, as claimed by him.

4. Management does not dispute appointment of the claimant for a fixed term of 36 months. His monthly emoluments are also not disputed. However, management pleads that since he was appointed on a fixed term of contract, which service can be dispensed with by serving one months notice, the claimant cannot agitate a case for reinstatement of his service. It has been asserted that even otherwise his term of contract came to an end on 9-7-2010. Under these circumstances the appropriate Government ought not to have referred the dispute to this Tribunal for adjudication, claims the management. It has been pleaded that assertion of the claimant to the effect that records were fabricated, is unfounded. The enquiry was conducted following principles of natural justice. Since the claimant has been dismissed for a proved misconduct his claim is liable to be dismissed, pleads the management.

5. On pleadings of the parties following issues were settled:

1. Whether the enquiry conducted by the management is fair, just and proper?
2. Whether the punishment awarded to the claimant commensurate to his misconduct?
3. As in terms of reference.
4. Relief.

6. Issue No. 1 was treated as preliminary issue. Shri Brijesh Tamber (MW1) and Shri Bharat Bhushan (MW2) were examined by the management on the preliminary issue. Claimant entered the witness box to prove that the enquiry was not fair and proper.

7. During the course of adjudication, parties were persuaded to settle their grievances. Good sense prevailed on them and settlement was arrived at. Shri Sourabh Munjal, authorised representative of the management, made a statement that the management is ready to pay a sum of Rs. 1,55,000 to the claimant towards his full and final settlement of claim. for reinstatement, back wages, leaves, bonus, gratuity, retrenchment compensation, besides other benefits admissible to him, He also asserted that on receipt of Rs. 1,55,000, the claimant would not raise any claim against the management before the Commissioner, Workmen Compensation, Hari Nagar, New Delhi. The claimant accepted the offer and made a statement on oath, which runs as under :—

“I have heard the statement made by Shri Sourabh Munjal, authorised representative of the management. I accept the terms of settlement offered by Shri Munjal. I undertake to accept a sum of Rs.1,55,000 from the management towards my all claims relating to reinstatement in service, back wages, leaves, bonus, gratuity, retrenchment, compensation, besides other benefits whatsoever nature from the management. I make it clear that in my claim preferred before Commissioner Workmen Compensation, Hari Nagar, New Delhi, I will agitate my grievances only against the ESI Authorities and not against the management. My claim against the management before Commissioner Workmen Compensation, shall stand satisfied on receipt of the payment referred above and my grievances against the management in that matter shall come to an end. I will file an application before Commissioner, Workmen Compensation, requesting him to delete the name of the management from the array of respondent. However, the management shall provide me an experience certificate for three years services rendered by me to them. On payment of the aforesaid amount my all claims, present or future against the management before any forum including ESI authorities would come to an end as satisfied”.

8. In view of the statement made cheque No. 007062 drawn on Cuffee parade, Mumbai branch of State Bank of India, for a sum of Rs.1,55,000 was paid to the claimant before the Tribunal, which cheque was accepted by him. He confirmed to abide by the contents of his statement referred above. In view of these facts it emerged, that

grievance of the claimant stood satisfied on receipt of the cheque for a sum of Rs.1,55,000.

9. Since grievance of the claimant have been remedied by payment of Rs.1,55,000, no dispute remain to be adjudicated. No necessity is there to enter into the adjudication of the issues detailed above. Since dispute between the claimant and the management stands settled, an award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 20-12-2010

नई दिल्ली, 5 जनवरी, 2011

का.आ. 323.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इण्डियन एयरलाइंस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 34/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-1-2011 को प्राप्त हुआ था।

[सं. एल-11012/47/2003-आई आर (सी-I)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th January, 2011

S.O. 323.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/2007) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Airlines, and their workman, which was received by the Central Government on 5-1-2011.

[No. L-11012/47/2003-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE DR.R.K.YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL NO.1, KARKARDOOMA COURTS COMPLEX, DELHI.

I.D.No.34/2007

Shri Mehar Chand S/o Shri Siya Ram,
C/o AEU, 3 V.P.House, Rafi Marg,
New Delhi.

... Workman

Versus

1. The General Manager (P),
M/s. Indian Airlines,
I.G.I. Terminal I, Palam,
New Delhi.

2. M/s Aroon Enterprises,
H.No.423 Village and post office Kapas Hera,
New Delhi -37.
3. M/s Sunshine Enterprises,
A-60 Nirmal Puri,
Lajpat Nagar -IV,
New Delhi - 24.

... Management

AWARD

Vide award dated 20.8.2010 an industrial dispute referred by the appropriate Government vide Order No. L-11012/47/2003-IR(CM-1), dated 23.2.2007 was adjudicated. It was concluded in the award, referred above, that Mehar Chand was an employee of the Contractor. Since appropriate Government for making a reference of the dispute was the Government of NCT, Delhi, the Tribunal opted to refrain its hands from adjudication of the controversy on merits.

2. Due to inadvertence, in the body of the award, reference was made to the Airport Authority of India (in short as the Authority) instead of M/s Indian Airlines as the party who awarded contract for cleaning of aircraft A-300, during night hauls at IGI Airport, New Delhi, to M/s. Aroon Enterprises and subsequently to M/s. Sunshine Enterprises. Thus a typographical mistake emerged in the award in respect of the name of the management. This typographical mistake led M/s. Indian Airlines to move an application for rectification of the error.

3. Notice of the application was sent to Mehar Chand, who appeared and replied the application orally. During the course of arguments it emerge that award dated 20-8-2010 was published on 7-10-2010. Whether this Tribunal can rectify the mistake, is a proposition which needs consideration. The Apex Court in Grindlays Bank (AIR 1981 SC 606) dealt with the aspect of powers of the industrial Tribunal to recall the award passed by it. Though the Apex Court dealt with different shade of powers of the Tribunal, yet the law laid is relevant for consideration, which is extracted thus:

“We are of the opinion that the Tribunal had the power to pass the impugned order if it thought fit in the interest of justice. It is true that there is no express provision in the Act or the rules framed thereunder giving the Tribunal jurisdiction to do so. But it is a well known rule of statutory construction that a Tribunal or body should be considered to be endowed with such ancillary or incidental powers as are necessary to discharge its functions effectively for the purpose of doing justice between the parties. In a case of this nature, we are of the view that the Tribunal should be considered as invested with such incidental or ancillary powers unless there is any indication in the statute to the contrary. We do not find any such statutory prohibition. On the other hand, there are indications to the contrary”.

‘The object of giving such wide powers is to mitigate the rigour of the technicalities of the law, for achieving the object of effective investigation and settlement of industrial disputes, and thus assuring industrial peace and harmony. The discretion thus conferred on these authorities to determine the procedure as they may think fit, however, is subject to the rules made by the ‘appropriate Government’ in this behalf, Part III of the Industrial Disputes (Central) Rules, 1957 makes rules in this behalf, Rules 9 to 30 are the relevant rules regulating procedure. State Governments too have made their own corresponding rules. Except to the extent specified in sub-sec. (3), of S.11 of the Act and the rules framed thereunder, the provisions of the Code of Civil Procedure, 1908 are not applicable to proceedings before the authorities mentioned in sub-sec. (1). The provisions of the Evidence Act in their strict sense, likewise do not apply to proceedings before the authorities. Nevertheless, all these authorities being quasijudicial in nature objectively determining matters referred to them, have to exercise their discretion in a judicial manner, without caprice, and according to the general principles of law and rules of natural justice.”

As is evident, this Tribunal has power to rectify the typographical mistake emerging in the award dated 20-8-2010. Consequently it is ordered that as and when reference to the management appears as the Authority in the award, it may be read as M/s Indian Airlines. The typographical mistake/omissions stands rectified, accordingly. It may be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 15 जनवरी, 2011

का.आ. 324.—जबकि मैरसर्स हिन्दुस्तान नेशनल ग्लास एण्ड इंडस्ट्रीज लिमिटेड [हावड़ा (पश्चिम बंगाल) क्षेत्र में कोड संख्या डब्ल्यूबी/5727 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशादान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम के धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान

में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 28-1-1963 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/18/2010-एसएस-II]
एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th January, 2011

S.O. 324.—Whereas M/s. Hindusthan National Glass & Industries Limited [under Code No. WB/5727 in Howrah (West Bengal) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 28.01.1963 until further notification.

[No.S-35015/18/2010-SS-II]
S. D. XAVIER, Under Secy.

नई दिल्ली, 15 जनवरी, 2011

का.आ. 325.—जबकि मैसर्स अनपूर्णा कॉटन मिल्स एण्ड इंडस्ट्रीज लि., कोलकाता (पश्चिम बंगाल) क्षेत्र में कोड संख्या डब्ल्यू बी/111 के अंतर्गत) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसमें इसके उपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट को रद्द करने के लिए आवेदन किया है।

2. उपर्युक्त स्थापन को दिनांक 8-1-1963 की अधिसूचना सं. 11 (25)/62/पीएफ. 2 द्वारा उक्त अधिनियम की धारा 17 (1) (क) के अंतर्गत 1-8-1954 से छूट प्रदान करते हुए भारत के राजपत्र में अधिसूचना प्रकाशित की गई थी।

3. अब सरकार के ध्यान में ये बात आई है कि उक्त स्थापन ने 6-1-2011 से अपनी छूट अभ्यर्पित कर दी है तथा यह, अब कोई कार्यकलाप नहीं कर रही है।

4. अतः, अब, उक्त अधिनियम की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उपर्युक्त स्थापन को प्रदान की गई छूट को 6-1-2011 से रद्द करती है।

[सं. एस-35017/4/2010-एसएस-II]
एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th January, 2011

S.O. 325.—Whereas M/s. Sri Annapurna Cotton Mills & Industries limited, Kolkata (under Code No. WB/111 West Bengal region) (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. Whereas a notification No.11(25)/62/PF,II dated 8-1-1963 granting exemption w.e.f. 1-8-1954 under section 17(1)(a) of the said Act to the said establishment was published in the Gazette of India.

3. And whereas now it has come to the notice to the Government that the establishment has surrendered its exemption with effect from 6-1-2011 and it is no longer carrying on any activity.

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with effect from 6-1-2011.

[No.S-35017/4/2010-SS-II]
S. D. XAVIER, Under Secy.

नई दिल्ली, 15 जनवरी, 2011

का.आ. 326.—जबकि मैसर्स टाटा कन्सलटिंग इंजीनियरिंग लिमिटेड [मुंबई-1 क्षेत्र में कोड संख्या एमएच/7951 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट को रद्द करने के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम के धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतदुपरान्त, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-10-1994 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/2/2010-एसएस-II]
एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th January, 2011

S.O. 326.—Whereas M/s. Tata Consulting Engineering Limited [under Code No. MH/7951 in Mumbai-I Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-10-1994 until further notification.

[No.S-35015/2/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 15 जनवरी, 2011

का.आ. 327.—जबकि मैसर्स एशियन पीपीजी इंडस्ट्रीज लिमिटेड [बांद्रा क्षेत्र में कोड संख्या एमएच/बीएन/44135 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम के धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 6-1-2011 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/16/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th January, 2011

S.O. 327.—Whereas M/s. Asian PPG Industries Limited [under Code No. MH/BAN/44135 in Bandra Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 6-1-2011 until further notification.

[No. S-35015/16/2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 15 जनवरी, 2011

का.आ. 328.—जबकि मैसर्स दौराला और्गेनिक्स लिमिटेड [मेरठ (उत्तर प्रदेश) क्षेत्र में कोड संख्या यूपी/17378 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम के धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-6-1993 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/69/2009-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 15th January, 2011

S.O. 328.—Whereas M/s. Daurala Organics Limited [under Code No. UP/17378 in Meerut (Uttar Pradesh) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-6-1993 until further notification.

[No. S-35015/69/2009-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 जनवरी, 2011

का.आ. 329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 31/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/121/2006-आई आर (सी-II)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S.O. 329.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2007) of the Central Government Industrial Tribunal/Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between management of M/s. Western Coalfields Limited, and their workmen, received by the Central Government on 6-1-2011.

[No. L-22012/121/2006-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/31/2007 Date: 16-12-2010.

Petitioner/Party No. 1 The President/Secretary, Bhartiya Koyla Khadan Mazdoor Sangh, Patansaongi, Tq. Saoner, Nagpur.

Versus

Respondent/Party No. 2: The Sub Area Manager, Western Coalfields Limited, Makerdhora Sub Area, Tq. Umrer, Nagpur.

AWARD

(Dated: 16th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workmen, late Shri Pramod Govinda Thakre for adjudication, as per letter No.L-22012/121/2006-IR(CM-II) dated 14-6-2007, with the following schedule :—

"Whether the following two demands of the Bhartiya Koyla Khadan Mazdoor Sangh is legal and justified?

- (i) Fixation of basic wages as per the scale of pay of NCWA-VI in respect of S/Shri Ramu Shankar and Sahdev on the higher post of PC Operations (Excv) Gr. 'A':
- (ii) Correction of basic wages in respect of Shri Ramsajivan, Dumper Operator. If so, to what relief are they entitled?"

2. Though, in this case, the reference had been received by the Tribunal on 3-7-2007 and the union representative on behalf of the workman had been directed to file the statement of claim, till 18-10-2010, statement of claim had not been filed by the union representative. However, in the interest of justice, on 18-10-2010, a last chance was given to the union representative to file the statement of claim on 14-12-2010. On 14-12-2010, non appeared on behalf of the workman. No statement of claim was also filed on that date. Hence the case was closed for passing award.

4. From the facts that no statement of claim was filed by the union representative and the management also did not appear before the Tribunal from 8-11-2007, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered:

ORDER

The case be treated as "no dispute award", due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का.आ. 330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, धनबाद के पंचाट (संदर्भ संख्या 53/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/77/1998-आई आर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S.O. 330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 53/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 4-1-2011.

[No. L-22012/77/1998-IR (C-II)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

PRESENT:

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) and sub-section 2(A) of the I.D. Act, 1947

REFERENCE NO. 53 OF 1999

PARTIES: Employers in relation to the management of FCI, Ranchi and their workman.

APPEARANCES:

On behalf of the workman : Mr. C. Prasad, Advocate.

On behalf of the employers: Mr. B. M. Prasad,
Advocate.

State : Jharkhand Industry : Food

Dated, Dhanbad, the 15th December, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-22012/77/98/IR(CM-II), dated the 22nd January, 1999.

SCHEDULE

“Whether the action of the management of FCI, Tatisilwai, Ranchi in terminating the service of Smt. Budhni Devi without compliance of 25F and other provisions of I.D. Act is right and justified?” If not, to what relief is the workman entitled ?”

2. The case of the lady worker as stated in her Written Statement that Smt. Budhni Devi, Lady Worker was engaged as Casual Labour purely on temporary basis by the management of FCI, Tatisilwai, Ranchi at first hand from 1986 to 1995, but the management did not regularise her, violating Rules/Act rather without rhyme or reason, any notice or without payment of money arbitrarily stopped her work. The management submitted his comments in response to notice in the Industrial Dispute raised by her before the ALC(C) Ranchi as under :—

“Smt. Budhni Devi was engaged as Casual Labour on daily wages basis from March, 1986 to February, 1995 which was purely and casual nature basis.”

Despite the admission of the management it could not be settled. It is alleged that the lady worker performed her duty for more than 240 days in 12 months preceding calendar years thereby she required the status of regularisation in her service. The work she performed up to 1995 was of permanent and perennial nature. A list of Casual Labours engaged at the FCI ARDC Tatisilwai from 1986 to 1994 prepared by the management as the name of the lady worker concerned, showing her work place at the godown. She has been paid the arrears of payment as per payment sheet countersigned by the Assistant Manager (D), FCI for that period for the period 1986 to 1994. The matter of her regularisation was never raised by the FCI Workers Union in rivalry of the Trade Unions. She has suffered victimisation for her demand of her regularisation in the service as a permanent worker. So she claimed for reinstatement with full back wages as the management action in terminating her service was mala fide, vindictive, and unfair in colourful exercise of powers.

3. Further her case is that she performed the work of loading and unloading of foodstuff in addition to other works assigned to her by the management. She continuously performed the job without any break during the period from 1986 to 1995 as a casual worker. There is a relationship between Master and servant but due to collusion between the management and the union all the workers sponsored by the union were regularised except this lady worker, whose service was terminated contrary to the rules and regularisation. She did not voluntarily leave her engagement.

4. On the other hand the case of the FCI management with specific denials to the allegations of the lady worker is that the concerned lady was engaged as a casual worker to perform miscellaneous casual jobs at the depot such as bringing earth, water cow dung and its plantering in particular at the time of fumigation over the foodgrain, once or twice a month, brushing the foodgrains from the godown and floor and filling it in the separate bag once a week or so intermittently. Thus she was intermittently used to be engaged of such occasions and she continued to work as casual labour during the period as she used to be engaged. She was not a permanent worker nor appointed as a probationer against permanent vacant post nor was provided with employment for continuous work. She never put her

service continuously for 240 days in a calendar year, because of his breakage in her service. The Union operating in the organisation did not sponsor her cause for her regular absorption under the management. After regularisation of several temporary workers whose causes were sponsored by the Trade Union the availability of work for the casual labour substantially reduced, so the management could not offer sufficient job to the lady from the year 1995; in result, losing her interest in undertaking casual job she willingly left her engagement with the management. Since she had no specific appointment against specific vacancy, no question of termination of service arises. Hence the management did not issue any order terminating her service. Nor the lady worker can allege her services to have been terminated nor she is entitled to raise any industrial dispute under Section 2A of the I.D. Act, 1947. The termination of service of a temporary or casual worker for a stipulated period from time to time concerning casual or temporary job does not amount to retrenchment, so provision of Section 25F of the I.D. Act, 1947 has no application to the present case.

5. Finding with Reasons

In the instant case, from the scrutiny of the pleadings and evidence as adduced on behalf of both the parties, I find the following facts are undisputedly admitted :

- (1) The Lady worker Budhni Devi was one of the casual labourers engaged by the management concerned absolutely on temporary basis intermittently for collecting articles and cleaning work at FCI godown Tatisilwai.
- (2) Several temporary workers whose causes were sponsored by the Trade Unions were regularise.
- (3) The Lady worker has stated in her deposition that she has not been terminated.

6. Since the case under adjudication relates to the alleged termination of the service of the lady worker of Smt. Budhni Devi without compliance of Section 25F are other provisions of I.D. Act, 1947 but in view of admitted facts as stated in her evidence as WW-1 that she has not been terminated rather she claims for her money and service. Her such plea by implication concerns that her claim for regularisation on the ground as per her deposition that she was working for more than 240 days in a year right from 1986, the year of her appointment till 1995. She was setting her wages Rs. 430 per month which was increased up to Rs. 570 after putting her L.T.I. on papers for 19 days a month as per the photo copies of the Bill of casual labourers produced by her which were marked as X and X-I for identification (with objection) respectively. According to her, out of 35 persons (Casual Labourers), 3 persons including her were left and others were appointed. The evidence of her Co-worker Asharfi Ram as WW-2 appears conducive to her aforesaid statement. WW-2 Asharfi Ram has asserted that he had also worked for 7 years there and at that place lady worker

Budhni Devi was also working there; payment was made to them for their work after obtaining the signature as his signatures (Ext. W-1 to W-1/8) series on the bills of Casual Labourers for the month of April, May, 1991, February and December, 1992, January and May, 1993, March, May, July, August, 1994 respectively (a few of the photo copies of the original bills marked with objections and that out of 35 persons working in ancillary areas 31 were regularised but the lady worker and other workers including Asharfi Ram were not regularised on the ground that they had no Union cards. Aforesaid witness Asharfi Ram has asserted that he and lady worker Budhni Devi had not received any notice or money for being stopped from their work, so her claim regarding demanding for employment and money was just. He has also admitted his status as casual worker and though original document the copy of which have been filed here after taking it from one Jhajee in 1996 are lying in the office, though he expressed his ignorance about the filing of documents concerning the payment for 19 days in support of 30 days. His further admission is that they had not filed any petition before the ALC(C) regarding the aforesaid payment of 90 days as contrasted with their work for 30 days.

7. Whereas the testimonial of MW-1 Mani Prasad, AG-II is that they used to engage casual workers occasionally for sweeping floor of the depot but the female worker was not engaged against a permanent vacancy. So she never worked under the management for 240 days or more in a year; and accordingly they (management) stopped engagement of casual worker for sweeping the floor of the depot from 1994. He flatly denied the termination of her service by the management, and as such the claim of the workman concerned is not justified. According to him, the casual workers who were engaged for sweeping for depot floor also used to collect grains from the floor and to keep it in the bags, though he did not know how their wages were paid, they would note their attendance. The witness seems to be unaware of the regularisation of other workers by the management, ignoring the claim of the female worker and also about the issuance of any notice by the management to her before she was stopped from her work.

8. After scrutinising the aforesaid oral and documentary evidence, I find that the lady worker Smt. Budhni Devi as a casual worker had not completed 240 days in any of the preceding years. So mandatory condition precedent to her stopping (retrenchment/termination) from work as under Section 25F of the I.D. Act, 1947 need not to be complied. The termination of a casual worker with artificial breaks will be retrenchment even when he has not completed 240 days as held in the case Ramchandra versus Union of India 2001 LLR 1034 (Rajasthan H.C.). On the consideration of the overall facts and circumstances in the case, I find and hold that the action of the management of FCI concerned in terminating the services of Smt. Budhni Devi without compliance of the aforesaid provision or other provision of the I.D. Act, 1947 is right and justified. As such the lady worker is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं गुप्ता कोलफील्ड एण्ड वाशरीज लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 92/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/11/2005-आईआर (सीएम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. Gupta Coalfield & Washerries Ltd., and their workmen, received by the Central Government on 6-1-2011.

[No. L-22012/11/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/92/2005

Date : 14-12-2010

Petitioner/ : The President,
Party No. 1 Bhartiya Koyal Khadan Mazdoor
Sangh (BMS), C/o Shri C.G. Gawande,
Old C-1 Qtr., Satish Township, P. O.
Sasti, Teh. Rajura,
Chandrapur.

Versus

Respondent/ : The Managing Director,
Party No. 2 M/s. Gupta Coalfield & Washerries
Ltd., Gupta Bhawan, Seth M.P. Gupta
Marg, Sitabuldi. Nagpur.

AWARD

(Dated : 14th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s. Gupta Coalfield & Washerries Ltd., and their workmen for adjudication, as per letter

No. L-22012/11/2005-IR(CM-II) dated 21-11-2005, with the following schedule :—

“Whether the action of the management in relation to Sasti Coal Washary of M/s. Gupta Coalfield & Washerries Ltd., Nagpur in terminating the services of the workmen (list enclosed) on 24-7-2004 is legal and justified? If not, to what relief the concerned workmen are entitled?”

2. Though, in this case, the reference had been received by the Tribunal on 2-12-2005 and the union representative on behalf of the workmen had been directed to file the statement of claim, till 21-10-2010, the statement of claim had not been filed by the union representative. However, in the interest of justice, on 21-10-2010, a last chance was given to the union representative to file the statement of claim on 6-12-2010. On 6-12-2010, neither the union representative nor the workmen appeared. The statement of claim was also not filed. Hence the case was closed for passing award.

3. From the facts that no statement of claim was filed by the union representative on behalf of the workman and the management also did not appear before the Court from 22-7-2010, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

ORDER

The case be treated as “no dispute award”, due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.इ.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 92/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/493/2004-आई आर (सीएम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Pinaura Sub Area of SECL, and their workmen, received by the Central Government on 6-1-2011.

[No. L-22012/493/2004-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Case No. CGIT/LC/R/92/2005

Presiding Officer : Shri Mohd. Shakir Hasan

The Chairman/Secretary,
Koyna Shramik Sabha, CITU,
Branch Pinaura,
Umaria (MP) ...Workman/Union

Versus

The Dy. Regional Manager,
Pinaura Sub Area of SECL,
PO Pinaura,
Umaria (MP) ...Management

AWARD

Passed on this 7th day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/493/2004-IR(CM-II) dated 1-9-2005 has referred the following dispute for adjudication by this tribunal:-

" Whether the action of the Sub Area Manager, Pinaura Sub Area, SECL in deducting the panel rent from the wages of the workers of Pinaura/Vindhya branch is valid, legal and proper? If not, to what relief the workers are entitled to or to what relief the Union is entitled of Demand No.1?"

2. The Union did not appear inspite of proper notice. Lastly the then Tribunal proceeded the reference exparte against the Union on 6-11-2006.

3. The management appeared and filed Written Statement. The case of the management in short is that the employees of the management forcibly entered into the under constructed/newly constructed residential quarters unauthorizedly without allotment. The joint consultative committee as well as House Allotment Committee held meeting on 13-6-98 and 6-10-98. It was resolved that notice should be given to such employees to vacate the same within 7 days failing which penal rent of Rs. 750 p.m be realised. Later on 6-10-98 it was held to increase penal rent to the extent of Rs. 1450 P.M. It is stated that there were 24 such employees who had been noticed to vacate the quarters and the penal rent of Rs.1450 was decided to be realised from them. When such employees did not vacate the quarters then the penal rent was being realised. However when the turn of any of these employees became entitlement for allotment of quarter on the basis of seniority, the penal rent was stopped from the said date. On these grounds, it is submitted that the action of the management is justified in realizing the penal rent for the period of their illegal occupation of quarter.

4. The only issue for adjudication is as to whether the action of Sub Area Manager, Pinaura Sub Area of SECL for deducting penal rent from the pay of employees of Pinaura/Vindhya is legal, proper and justified.

5. To prove the case, the management has adduced oral and documentary evidence. Management witness Shri G.T. Kurup is Personnel Manager in Pinaura sub Area of SECL Johilla Area. He has supported the case of the management. He has stated that the representative of the unions are signatories to the NCWA and there is a joint consultative committee (in short JCC). He has stated that there were 24 unauthorised occupants of the under constructed/newly constructed residential quarters. He has stated that the JCC had decided in the meeting to realize penal rent from the unauthorized occupants of residential quarters. The minutes are filed which are marked as Exhibit M/1 and M/2. He has stated that when erring employees did not vacate the quarter inspite of notice, the management started deducting penal rent from them and when such occupants became entitlement of the quarter, the penal rent was stopped. His evidence is unrebuted. There is no other evidence to disbelieve the evidence adduced by the management. I do not find any reason to disbelieve the evidence of the management. It is clear that the management was justified in realizing penal rent from unauthorized occupants of the quarter after giving notice to vacate the quarter. Accordingly the reference is answered in favour of the management.

6. In the result, the award is passed without any order to costs.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 141/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था ।

[सं. एल-22012/85/2002-आई आर (सीएम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 141/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of SECL and their workmen, received by the Central Government on 6-1-2011.

[No. L-22012/85/2002-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/141/2002

**PRESIDING OFFICER: SHRI MOHD. SHAKIR
HASAN**

The Secretary,
Bhartiya Khadan Mazdoor Sangh, PO. Haldinadi,
Distt. Korea, Korea (Chhattisgarh)

...Workman/Union

Versus

The Chief General Manager,
Chirimiri Area of SECL, PO Chirimiri,
Distt. Korea, Korea (Chhattisgarh)

...Management

AWARD

Passed on this 10th day of December 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/85/2002-IR(CM-II) dated 30-10-2002 has referred the following dispute for adjudication by this tribunal:-

“Whether the action of the management of Chirimiri Area of SECL in not correcting the date of birth of Shri Balram Bannerjee S/o Late Shri R. C. Bannerjee, Mazdoor, Category I as 16-2-1956 is just, fair and legal? If not, to what relief is the workman entitled?”

2. The case of the workman in short is that the workman was appointed on 22-3-1976 as Category I Mazdoor in Doman Hill Colliery of Chirimiri Area, SECL. After medical examination, his age was determined as 20 years i.e. 16-2-1956. His School Transfer Certificate also shows his date of birth as 16-2-1956. Subsequently the workman was transferred to Curasia Colliery vide letter dated 3-8-79. The authorities of Curasia Colliery had changed his date of birth as 22-9-1950 and the date of appointment as 30-6-1977. When he came to know about the mistake, he made representation before the authority. The management thereafter corrected the date of appointment as 22-3-1976 but did not correct his date of birth. Hence the Industrial Dispute is raised.

3. The management appeared and filed Written Statement. The case of the management, interalia, is that admittedly the workman was appointed as General Mazdoor Cat-I w.e.f. 22-3-1976 in Doman Hill Colliery of SECL. Initially he did not produce any document regarding his date of birth. His age is recorded in the Form B and other statutory records as 22-9-1950. The age determination committee held in 22-9-1988 had also determined his age as 22-9-1950. On these grounds, it is submitted that the action of the management is legal and justified.

4. During the course of proceeding, the workman filed an application stating therein that he is superannuated on 30-9-2010 and does not want to contest the proceeding. It is submitted that no dispute award be passed.

5. The management has no objection if no dispute award is passed in the reference. In view of the above submission, the reference is answered.

6. In the result, no dispute award is passed without any costs.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 59/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/409/2004-आई आर (सीएम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Western Coalfield Limited, and their workmen, received by the Central Government on 06-01-2011.

[No. L-22012/409/2004-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/59/2006

Date : 16-12-2010

Petitioner/ : The Sub Area Manager,
Party No. 1 Western Coalfield Limited,
Pipla Coal Mines of WCL,
PO. Pipla, Tq. Saoner,
Nagpur.

Versus

Respondent/ : Shri Murlidhar Chindhabaji Gabhane,
Party No. 2 R/o Pipla (Dak Bangla), Teh. Saoner,
Distt. Nagpur

AWARD

(Dated : 16th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfield Limited ("Party No. 1" in short) and their workmen, Shri Muralidhar Chindhabaji Gabhane for adjudication, as per letter No. L-22012/409/2004-IR(CM-II) dated 17-4-2006, with the following schedule :—

"Whether the action of the management of WCL in not correcting the date of birth of Shri Muralidhar Chindhabaji Gabhane of Pipla Colliery Coal Mines as 1-7-1950 is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Muralidhar ("the workman" in short) filed his statement of claim and the management of W.C.L. filed their written statement.

3. The case of the workman as projected in the statement of claim is that he was appointed on 16-6-1974 as a "Fan Khalasi" and posted at Pipla Coal Mines and having been appointed as such, he supplied information regarding his date of birth as 1-7-1950 for maintenance of the Form 'B' register, which is mandatorily required to be maintained by the management of W.C.L. for each workmen working in the mines, as per the provisions of the Mines Act, 1952 and he had studied up to 4th standard in Niharwani Primary School and thereafter, he had studied up to 9th standard in Municipal High School, Saoner and as per the school register, his date of birth is 1-7-1950 and he had submitted both the school leaving certificates in original before the Party No.1 at the time of his appointment and the Party No.1 recorded his date of birth as 1-7-1950 in Form 'B' register and he was issued with a medical card mentioning his date of birth as 1-7-1950 in the same and in his driving licence also his date of birth has been mentioned as 1-7-1950 and he was under the impression that his date of birth had been recorded as 1-7-1950 in his service book and Form 'B' register and in June, 2003, PAN Cards were issued to the employees including himself and for preparation of such cards, the detail informations were sent through Colliery Manager, Pipla Mines and shockingly enough, in his PAN Card, his date of birth was recorded as 1-7-1946, as such, on 22-6-2003, he gave a letter to the Colliery Manager, Pipla Mines pointing out his date of birth to have been in correctly recorded and requested for correction of the same but as no action was taken on his letter, he issued a reminder on 2-9-2003 for correction of his date of birth and

thereafter, he gave representation time and again but the Party No.1 did not pay any attention to the same, so he approached the Asstt. Labour Commissioner (C), Nagpur on 2-9-2003 for correction of his date of birth and he also gave a legal notice to the Colliery Manager, Pipla Mines on 3-7-2003 for correction of his date of birth and during the course of conciliation proceedings before the ALC, the Party No.1 submitted the photocopy of Form 'B' register and on perusal of the same, it was seen that after signing of the said Form 'B' register by him, some overwriting and tampering of the date of birth was done and the figure '50' to have been overwritten as "46" and the date of birth written in words is also in different handwriting and written in different point of time and the date of birth after correction, was not written in a proper way and originally when his date of birth was recorded, it was not written in words and the said facts clearly show that his actual date of birth as recorded in Form 'B' register has been tampered with intentionally to deprive him of four years of service, which is illegal.

It is further pleaded by the workman that in the conciliation proceedings before the ALC, the Party No.1 on 28-11-2003 filed its reply alleging that in his service book, in the column meant for noting the date of birth, his age has been mentioned as "28 years", as per the instructions and guidelines of C.I.L. and during the deliberation of National Coal Wage Agreement, a procedure for determination, verification of age was agreed upon and the same was termed as N.C.W.A-II 1-1-37 dated 5-2-1981 and as per the stipulation, Party No.1 notified the date of birth recorded in Form 'B' register and P.F. Record in the year 1981 itself and thereafter implementation instruction No.76 dated 25-4-1988 was issued vide No.CIL/NCWA-3/11 No.76/88/145 and in pursuance of the said circular, the Party No.1 issued particulars recorded in various records to every individual worker in a printed proforma, giving an opportunity to the workmen to raise objection in case of finding any mistake in such particulars and as in such printed proforma, his date of birth was shown as 1-7-50 and there was no disparity, he did not raise any objection and as per the provisions of Coal Mines provident fund and bonus scheme, he became a member of the Provident Fund and he declared his date of birth as 1-7-1950 and vide GCR No.656 dated 5-6-1980, there was an amendment in the proforma of Form 'B' register for which, new Form 'B' register was opened and in the new Form 'B' register, his date of birth was registered as 1-7-1950 and in the new register, he put his thumb impression and also signed the same and his date of birth was changed and on 15-12-2004, he again gave a notice to the Colliery Manager, Pipla Mines and as the conciliation proceeding before the ALC ended in failure, a failure report was submitted to the Central Government by the ALC and as no action was taken even after one year of submission of the failure report, he wrote a letter to the Ministry of

Labour, New Delhi on 11-11-2005 and the Party No.1 taking such inaction of the Central Government, issued the order of superannuation on 1/5th January, 2006 for his retirement w.e.f. from 30-6-2006, considering his date of birth as 1-7-1946 and the order of superannuation is *prima facie* illegal and he filed writ petition No. 1358/2006 before the Hon'ble High Court, Nagpur Bench, Nagpur and the Hon'ble Court was pleased to grant status quo on 28-6-2006 and during the pendency of the writ petition, the Party No.1 filed the copy of reference dated 17-4-2006, to show the matter to have been referred to CGIT, Nagpur. The workman prayed for a declaration that his date of birth is 1-7-1950, to quash the order of his superannuation and to allow him to continue in service till 30-6-2010.

4. The Party No.1 in the written statement pleaded *inter-alia* that the workman was not appointed on 16-6-1974 but he was appointed on 16-7-1974 as Fan Khalasi-III and at the time of appointment, the workman did not submit a single document to show his date of birth and the employees/workmen, who had approached the Party No.1 for employment without having any document in respect of their date of birth, their age was being determined on the basis of their physical appearance and the age of the present workman was also determined as 28 years from verification of his physique and accordingly, the same was entered in the Form 'B' register and when the date of birth of an employee is not known, his date of birth was being treated as First July and as such, taking into consideration the age of the workman to be 28 years on the date of his appointment i. e. 16-7-1974, his date of birth in Form 'B' register was recorded as 1-7-1946 and the workman acknowledged such facts by putting his signature on Form 'B' register and in the fresh Form 'B' register prepared in the year 1981 entries were made on the basis of the original Form 'B' register and in the service book also the age of the workman was mentioned as 28 years on the date of appointment and the workman acknowledged the same himself by signing and putting his thumb impression on the service book and the workman was also enrolled in Coal Mines Pension Scheme and for the same, the workman submitted the particulars of his family in the prescribed form "P.S. 3" and submission of such particulars was required to be given by the workman alongwith his date of birth and the workman himself mentioned his date of birth as 1-7-1946 in the said form, duly signed by him and the workman was also required to submit the nomination form for the purposes of the Pension Scheme and in the said nomination form also, the workman mentioned his date of birth as 1-7-1946 duly signed by him and submitted the same to the concerned Authority on 13-5-1998 and the date of birth of the workman was never recorded as 1-7-1950 by it in the Form 'B' register and the particulars as mentioned in the Medical Card were filed in by the concerned Officer of the hospital on the informations given by the workman and the same has no effect on the entries made in Form 'B' register and the

service book and the date of birth mentioned in the medical card and driving licence cannot determine the date of birth of an employee and it (Party No.1) has no knowledge as to when the workman applied for issuance of PAN Card and at no point of time, the details of the workman were sent by it to the issuing authority of the PAN Card and for obtaining the PAN card, it is necessary for the Income Tax payer to fill up the application form himself and as the workman applied for issuance of the PAN Card himself giving his date of birth as 1-7-1946 and as such it has no knowledge about the receipt of the PAN Card by the workman. The Party No.1 has also denied that the workman came to know about recording of his date of birth as 1-7-1946 on receipt of the PAN Card and about the workman making any representation on 22-6-2003 and 2-9-2003 and subsequent thereto or service of any legal notice. The specific plea of the Party No.1 is that the overwriting of the year in form 'B' register was due to wrong calculation of the year by the concerned Clerk, who made the entry and as such the same was corrected rightly and in all other documents the age of the workman has rightly be recorded as 1-7-1946 and the workman himself had also mentioned his date of birth as 1-7-1946 in the forms submitted before the Coal Mines Pension Scheme Authorities and there was no tampering in its statutory records and in no statutory records concerning the workman, his date of birth has been mentioned as 1-7-1950.

The Party No.1 has admitted about failure of the conciliation proceeding, before the ALC and filing of the writ petition by the workman before the Hon'ble High Court. However, it is pleaded that it appeared before the Hon'ble High Court and pointed out the pendency of the dispute before this Tribunal, so the Hon'ble Court disposed of the writ petition on the ground that the dispute is already pending before the Tribunal and in view of the disposal of the writ petition, the interim order of status quo granted by the Hon'ble Court came to an end and as such, the workman stood retired from service from 30-6-2006 and as there was no tampering or change of the date of birth of the workman, there was no question of giving a chance of hearing to the workman and as such, the judgement reported in AIR 1981 S.C.-1481 is not applicable to the facts of the present case and as such the reference is to be answered in negative.

5. In support of their respective stands, both the parties adduced oral evidence and documentary evidence as well. The workman examined himself as a witness and exhibited the xerox copies of the school leaving certificates of Prathmik Sala, Niharwani and Municipal High School, Saoner as Exts. W - IV and V respectively and the xerox copy of the medical card, his driving licence and PAN Card as Exts VI, VII and VIII respectively. In his evidence, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, the workman demolishing his own evidence has admitted that

at the time of his appointment, he had not filed any document showing his date of birth and the appointment was made only on physical appearance. He has also admitted that he cannot say if the management recorded his age as 28 years in Form 'B' register according to his appearance and he does not know if there is rule for mentioning the date of birth as first July, in case, where, the date of birth proof is not produced and there is no erosion of date written in words in Form 'B' register as 1-7-1946 and he knew reading and writing since 1966 and the medical card was issued on 10-8-1996 and W.C.L. is not connected with the driving licence and the applicant files the requisite information for applying licence and PAN Card is issued by Income Tax Commissioner, on the basis of the information given by the individuals and his date of appointment is 16-7-1974 as per the Form 'B' register and there is no erosion in column 5 regarding his age and in Ext.M-V, his thumb impression as well as signature are there and the nomination Form P.S-III, Ext.M-VI and Form P.S.-VI, Ext.M-VII bear his signature.

On the other hand, one Anil Kumar, the Personnel Manager, WCL, Silewara, Sub Area has been examine as a witness on behalf of the management, who has reiterated the stands taken by the Party No.1 in the written statement. However, the assertion of the witness for the management that on 16-7-1974 i.e. at the time of the appointment, the workman did not produce any document to show his date of birth and the age of the workman was determined as 28 years from his physical appearance and accordingly the same was entered in the Form 'B' register and when the date of birth of an employee is not known, the date of birth was to be treated as First July as per clause-I of the implementation instruction No. 76 and as such, date of birth of the workman was recorded as 16-7-1946 and the same had been entered in the Form 'B' register and that the second Form 'B' register was prepared in 1981, basing on the entries of the original Form 'B' register has not been challenged in the cross-examination. The xerox copies of the two Form 'B' registers, service book and Form P.S.-3 and P.S.-4 have been exhibited on behalf of the Party No.1.

6. At the time of argument, it was submitted by the learned advocate for the workman that the date of birth of the workman was recorded as 1-7-1950 in the Form 'B' register and accordingly the medical card was issued, wherein also, his date of birth was mentioned as 1-7-1950 and the driving licence of the workman also bears his date of birth as 1-7-1950 and the two school leaving certificates, Exts.W-IV and V also show that the date of birth of the workman is 1-7-1950 and the workman was throughout under the impression that his date of birth has been recorded as 1-7-1950 in the Form 'B' register and service book and only in June, 2003, when he received the PAN Card, he came to know that his date of birth has been mentioned as 1-7-1946, so the workman requested the

Party No.1 to correct his date of birth but the Party No.1 did not correct the date of birth of the workman and there is manipulation in the Form 'B' register regarding the date of birth of the workman and the date has been changed from 1-7-1950 to 1-7-1946 and the date of birth written in words is in a different ink and different handwriting and on the basis of the documents including the school leaving certificates, date of birth of the workman should have been corrected and at the time of correction of the date of birth, no chance of hearing was given to the workman and as such the correction is illegal and basing on such illegal correction, the workman should not have been retired from service.

In support of such contentions, the learned advocate for the workman placed reliance on the decisions reported in A.I.R. 1981 S.C.- 1481 (Sarjoo Prasad Vs the General Manager and another), order of the Hon'ble High Court of Jharkhand at Ranchi in LPA No. 338/2006 (Ram Naresh Singh Vs Bharat Cooking Coal Ltd. and others), order of the Hon'ble High Court of Jharkhand at Ranchi in W.P. (s) No. 590 1/2007 (Lal Mohan Singh Vs. the Bharat Cooking Coal Limited and others), W.P. (s) No.4181 of 2008 (Ram Das Rajak . . . Petitioner Vs. Steel Authority of India Ltd. and another), W.P. (1) No. 597/2003 (the Management of Bokaro Steel Plant Vs the Workman Ragini Devi and another), W.P. (L) No.1291 of 2009 (the Management of Bokaro Steel Plant, Bokaro Vs. their workman represented by Janta Mazdoor School), 2007 III CLR-907 (Calcutta High Court) (Bajarangi Rabidas Vs. Chairman, Managing Director, ECL & others), order of the Hon'ble Court in W.P. (S) No.5944/2006 (Ram Chandra Choudhury Vs. Sail, Bokaro Steel Plant & others), Judgement of the Hon'ble Apex Court in Civil Appeal No. 6191 of 2008 (Mohd. Yunus Khan Vs. U.P. Power Corporation Ltd. and others) and 2008 LAB IC-2677 (Kamta Pandey Vs. M/s. BCCL & others).

7. The learned advocate for the Party No.1 on the other hand submitted that at the time of appointment, the workman did not produce any document in support of his age and his appointment was made on the basis of his physical appearance and such facts have been admitted by the workman in his cross-examination and from the physique of the workman, his age was determined as 28 years on 16-7-1974 and as his date of birth was not known, his date of birth was treated as 1st July as per the practice and accordingly the date of birth of the workman was recorded as 1-7-1946 in Form 'B' register by taking into consideration the determined age of 28 years on 16-7-1974 of the workman and such fact was acknowledged by the workmen by putting his signature in the Form 'B' register and subsequently also in other documents such as the service book and new Form 'B' register such date of birth was reflected and the workmen himself mentioned his date of birth as 1-7-1946 in other documents submitted by him like the forms P.S.-3 and P.S.-4 and in the application for

obtaining PAN Card and as there was mistake in the calculation made of the concerned Clerk, regarding the year, there was correction of the year and the date of birth of the workman written in words has not been changed and as there was no change of date of birth, there was no question of giving chance of hearing to the workman. It was also submitted that the two certificates produced by the workman were obtained in 1997 and 2002, but the workman has not assigned any reason for obtaining the certificates in 1997 and 2002 and to prove the correctness, the workman has not examined the concerned authorities and the contents of the certificates are doubtful and as such, the reference is to be answered in negative and the authorities relied upon by the workman are not applicable to the facts of the present case. In support of such contentions, reliance has been placed on the decisions reported in (2006) 5 SCC-584 (Ravindra Singh Gorkhi Vs. State of U.P.), AIR 1993 SC-2448 (Jaglar Singh Vs. State of Punjab) and (2008) 13 SCC-133 (Babloo Pasi Vs. State Jharkhand).

8. Keeping in mind, the principles enunciated by the Hon'ble Courts in the decisions cited by both the parties, the present case at hand is to be considered.

Even through, the workman has claimed that at the time of his appointment, he had produced the two school leaving certificates, in support of his date of birth and basing on the same, his date of birth was recorded as 1-7-1950, in his evidence, during cross-examination, he has admitted that at the time of appointment, he did not produce the said certificates and his age was determined on examination of his physique. It is also clear from the evidence on record that on the date of appointment of the workman on 16-7-1974, his age was determined as 28 years and such age was entered in the Form 'B' register and service book. It is also clear from the model standing orders filed by the workman that where the exact date of birth is not available and the year of birth is established then the 1st July of the said year shall be taken as the date of birth. As such there is no question of tampering with the date of birth. Moreover, the date of birth written in words has not been corrected or changed. As such, there was no question of giving a chance of hearing to the workman.

It is clear from the principles enunciated in the decisions on which reliance has been placed by the learned advocate for the workman that the date of birth recorded in Matriculation Certificate duly authenticated by the Education Board is a conclusive prove of birth and no other records, including service records. It is also settled beyond doubt that the instruction No.76 of the National Coal Wage Agreement III dated 24-5-2008 is a bilateral agreement between the company and the union and this deals with the procedure for verification of the age of the employee.

9. The workman has filed the implementation instruction No.76 which provides the procedure of

determination/verification of age of employees, clause(B) of instruction No. 76 which provides for the review of determination of date of birth in respect of existing employees is reproduced below :

(B) Review determination of date of birth in respect of existing employees.

(i)(a) In the case of the existing employees Matriculation Certificate or Higher Secondary Certificate issued by the recognized university or board or middle pass certificate issued by Board of Education and/or Department of Public Instruction and admit card issued by the above Boards should be treated as correct provided they were issued by the said universities/board/instructions prior to the date of employment.

In the present case at hand, admittedly the case of the workman comes under the category of "existing employees" and as such clause B(i)(a) of the implementation instruction No. 76 is applicable to his case. The workman has not produced any Matriculation Certificate or Middle Pass Certificate or admit card issued by the recognized university or Board or Board of Education/or Department of Public Instruction issued prior to the date of employment in support of his date of birth. He has filed the two school leaving certificates, Ext. W-IV. and V. Exts. W-IV and V show that the same were issued on 9-9-2002 and 11-2-1997 respectively and the same were not issued prior to the date of the employment of the workman. Moreover, it is the case of the workman that he read upto standard-IV in Prathmik Shala, Niharwani and thereafter he read upto Standard-IX in Municipal High School, Saoner. However, as per Ext. W-IV, the workman read only from 1-7-1960 to 30-4-1961 in Niharbani Prathmik Shala, i.e. just for 10 months and not from Standard-I to Standard-IV in the said school as claimed by him. Likewise, Ext.W-V shows that the workman read from 20-6-1966 to 31-10-1966 i.e. only for 4 months and 11 days and not from standard-V to Standard-IX as claimed by him. Ext.W-V also shows that the workman was reading in "New Pratap High School, Nagpur" prior to taking admission in Municipal High School. Both the certificates have not been proved by examining the person issuing the same. As the contents of Exts.W-IV and V are quite contradictory to the claim of the workman, the genuineness of both the certificates becomes doubtful and as such, no reliance can be placed on those certificates.

Moreover, in this case, it is clear from the evidence Exts.M-IV to M-VII and the PAN Card of the workman and the admission of the workman that the workman had admitted and had mentioned his date of birth as 1-7-1946.

In view of the evidence on record and the discussions made above, it is found that the Party No.1 was justified in not correcting the date of birth of the workman from 1-7-1946 to 1-7-1950. Hence, it is ordered:

ORDER

The action of the management of WCL in not correcting the date of birth of Shri Muralidhar Chindhabaji Gabhane of Pipla Colliery Coal Mines as 1-7-1950 is legal and justified and the workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं गुप्ता कोलफील्ड एण्ड वाशरीज़ लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 65/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/38/2005-आई आर (सी एम-II)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. Gupta Coalfield & Washerries Ltd., and their workmen, received by the Central Government on 06-01-2011.

[No. L-22012/38/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/65/2006

Date : 14-12-2010

Petitioner/ : The President,
Party No. 1 Bhartiya Koyla Khadan Mazdoor
Sangh (BMS), c/o Shri C.G. Gawande,
Old C-1 Qtr., Satish Township, PO.
Sasti, Teh. Rajura, Chandrapura.

Versus

Respondent/ : The Managing Director,
Party No. 2 M/s. Gupta Coalfield & Washerries
Ltd., Gupta Bhawan, Seth M.P. Gupta
Marg, Sitabuldi. Nagpur.

AWARD

(Dated : 14th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s. Gupta Coalfield & Washerries Ltd.,

and their workmen for adjudication, as per letter No. L-22012/38/2005-IR(CM-II) dated 30-6-2006, with the following schedule :—

“Whether the demand of Union relating to their employees service condition as per list enclosed is legal and justified? If yes, to what relief they are entitled?”

2. Though, in this case, the reference had been received by the Tribunal on 10-7-2006 and the union representative on behalf of the workmen had been directed to file the statement of claim, till 21-10-2010, the statement of claim had not been filed by the union representative. However, in the interest of justice, on 21-10-2010, a last chance was given to the union representative to file the statement of claim on 6-12-2010. On 6-12-2010, non appeared on behalf of the workman. No statement of claim was also filed on that date. Hence the case was closed for passing award.

3. From the facts that no statement of claim was filed by the union representative and the management also did not appear before the Tribunal from 31-10-2006, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

ORDER

The case be treated as “no dispute award”, due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 122/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/180/2002-आई आर (सी एम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S.O. 336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Western Coalfield Limited, Umrer Sub Area, and their workmen, received by the Central Government on 6-1-2011.

[No. L-22012/180/2002-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/122/2003

Date : 21-12-2010

Petitioner/ : The President,
 Party No. 1 Koyla Shramik Sabha (Umrer Area),
 WCL, Qtr. No. B-53, WCL Colony,
 Civil Lines, Nagpur

Versus

Respondent/ : The Sub Area Manager,
 Party No. 2 Western Coalfield Limited,
 Umrer Sub Area, P.O. Umrer,
 Teh. Saoner, Distt. Nagpur.

AWARD

(Dated : 21st December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of M/s. Western Coalfield Limited, Umrer Sub Area and their workmen, Shri Bali Ram Meshram for adjudication, as per letter No. L-22012/180/2002-IR(CM-II) dated 08-5-2003, with the following schedule :—

“Whether the demand of the Koyla Shramik Sabha from the management of WCL through its Sub Area Manager, Umrer project, Umrer for regularizing Sh. Baliram Meshram as pitman is justified? If so, to what relief is the said workman entitled and from what date?”

2. Though, in this case, the reference had been received by the Tribunal on 20-5-2003 and the union representative on behalf of the workmen had been directed to file the statement of claim, till 25-10-2010, the statement of claim had not been filed by the union representative. However, in the interest of justice, on 25-10-2010, a last chance was given to the union representative to file the statement of claim on 16-12-2010. On 16-12-2010, none appeared on behalf of the workman. No statement of claim was also filed on that date. Hence the case was closed for passing award.

4. From the facts that no statement of claim was filed by the union representative and the management also did not appear before the Tribunal from 20-5-2003, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

ORDER

The case be treated as “no dispute award”, due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 337.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.इ.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 77/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था ।

[सं. एल-22012/577/1995-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 337.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 06-01-2011.

[No. L-22012/577/1995-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/77/2000

PRESIDING OFFICER: SHRI MOHD SHAKIR HASAN

The Secretary,
 Koyla Mazdoor Sabha (UTUC),
 J & K Area,
 Lusai Camp, PO Kotma
 Distt. Shahdol (MP) ...Workman/Union

Versus
 The Sub Area Manager,
 Ramnagar RO SECL,
 RO Ramnagar Colliery,
 Distt. Shahdol (MP) ...Management

AWARD

Passed on this 13th day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/577/95-IR(C-II) dated 11-4-2002 dated has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of M/s. South Eastern Coalfields Ltd. in not regularizing the services of 152 contract workers (list enclosed) is legal and justified ? If not, to what relief the workman concerned are entitled?”

2. The workman/union did not appear inspite of proper notice. As such the then Tribunal proceeded the reference ex parte against the union/workmen on 8-5-07.

3. The management appeared and filed Written Statement. The case of the management, in short is that the Industrial Dispute is raised at a very belated stage and therefore it is not tenable. It is stated that the particulars of the claimants are not given nor the contractors under whom were alleged to have worked have not impleaded as parties to the reference. It is stated that the claimants are not the members of the Union and the Union has no right to raise the dispute. The claimants were never engaged by the management either directly or through contractors. There is no relationship of employer and employee between the management and the claimants. There is no dispute between them and thus the reference be answered in favour of the management.

4. The following issues are framed for adjudication—

- I. Whether the workmen were in the employment of the management ?
- II. Whether the action of the management in not regularizing their services is legal and justified ?
- III. To what relief the workmen are entitled?

5. Issues Nos. I & II

According to the case of the management, the claimants so called workman were never in employment of the management directly or through contractors. To substantiate the point for consideration, the management has adduced oral evidence. The management witness Shri T. Samuel is Personnal Manager in SECL, Hasdeo Area. He has stated that the management of SECL had never engaged them directly or through contractors and there is no relationship of employer and employee. His evidence is unrebutted. There is nothing on the record to establish the relationship of the employer and employee between them. There is no reason to disbelieve his evidence. Thus it is clear that the claimants so called workmen were not in employment of the management and they are not entitled for regularization. These issues are decided in favour of the management.

6. Issue No. III

On the basis of the discussion made above, I find that the workers are not entitled to any relief. The reference is accordingly, answered.

7. In the result, the award is passed without any costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 40/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था ।

[सं. एल-22012/88/2007-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Western Coalfields Limited, Rajur Sub Area of WCL and their workmen, received by the Central Government on 6-01-2011.

[No. L-22012/88/2007-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/40/2007

Date : 21-12-2010

Petitioner/ : The Secretary,
Party No. 1 Rashtriya Koyla Khadan Mazdoor
Sangh (INTUC) Rajur Br., Rajur Sub
Area of WCL, Post Rajur, Teh. Wani,
Yevatmal.

Versus

Respondent/ : The Chief General Manager,
Party No. 2 Western Coalfield Limited, Wani North
Area, Post Bhalar,
Yevatmal and other.

AWARD

(Dated : 21st December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfield Limited and their workmen Shri Gayaprasad Sukhlal for adjudication, as per letter No. L-22012/88/2007-IR(CM-II) dated 9-7-2007, with the following schedule :—

“Whether the action of the management of WCL in dismissing the services of Shri Gayaprasad Sukhlal w.e.f. 30-12-2004 i.e. one day before the date of superannuation is legal and justified? If not, to what relief is the workman entitled?”

2. Though, in this case, the reference had been received by the Tribunal on 22-7-2007 and the union representative on behalf of the workman, Shri Gayaprasad Sukhlal had been directed to file the statement of claim, till 29-9-2010, statement of claim had not been filed by the union representative. However, in the interest of justice, on 29-9-2010, a last chance was given to the union representative to file the statement of claim on 16-12-2010. On 16-12-2010, non appeared on behalf of the workman. No statement of claim was also filed on that date. Hence the case was closed for passing award.

3. From the facts that no statement of claim was filed by the union representative and the management also did not appear before the Tribunal from 21-8-2007, except on 29-9-2010, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

ORDER

The case be treated as “no dispute award”, due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 6 जनवरी, 2011

का. आ. 339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डल्लू सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 68/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/145/2005-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 6th January, 2011

S. O. 339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of M/s. Western Coalfields Limited, and their workmen, received by the Central Government on 6-1-2011.

[No. L-22012/145/2005-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/68/2006

Date : 16-12-2010

Petitioner/ : The General Secretary,
Party No. 1 Lalzenda Coal Mines Mazdoor Union,
Coal Estate, Civil Lines,
Nagpur-440 001.

Versus

Respondent/ : The Chairman Managing Director,
Party No. 2 Western Coalfields Limited,
Coal Estate, Civil Lines,
Nagpur-440 001.

AWARD

(Dated : 16th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limited and their workman, Late Shri Pramod Govinda Thakre for adjudication, as per letter No. L-22012/145/2005-IR(CM-II) dated 31-7-2006, with the following schedule :—

“Whether the action of the management of M/s. Western Coalfields Limited, Nagpur Area in placing the defendant of late Shri Pramod Govinda Thakre initially on training for a period of two years and payment of stipend during such training period is legal and justified? If not, to what relief the workman concerned is entitled to?”

2. Though, in this case, the reference had been received by the Tribunal on 17-8-2006 and the union representative on behalf of the dependent of the workman had been directed to file the statement of claim, till 28-9-2010, statement of claim had not been filed by the union representative. However, in the interest of justice, on 28-9-2010, a last chance was given to the union representative to file the statement of claim on 14-12-2010. On 14-12-2010, non appeared on behalf of the workman. No statement of claim was also filed on that date. Hence the case was closed for passing award.

3. From the facts that no statement of claim was filed by the union representative and management also did not appear before the Tribunal from 20-12-2006, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

ORDER

The case be treated as “no dispute award”, due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 7 जनवरी, 2011

का.आ. 340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 26/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2011 को प्राप्त हुआ था।

[सं. एल-22012/239/1989-आईआर(सीएम-II)]
डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th January, 2011

S.O. 340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 26/1990) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 7-1-2011.

[No. L-22012/239/1989-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/26/90

Presiding Officer : Shri Mohd. Shakir Hasan

The Secretary,
M.P.Koila Shramik Sangh (CITU)
Chirimiri Post Surguja Colliery
Distt. SurgujaWorkman/Union

Versus

Chief Mining Engineer,
Kurasia Colliery of SECL
Post Kurasia Colliery,
Distt. Surguja (MP)Management

AWARD

Passed on this 28th day of December, 2010

1. The Government of India, Ministry of Labour, vide its Notification No. L-22012/239/89-IR (Coal) dated 23-1-90 has referred the following dispute for adjudication by this tribunal :—

“ Whether the action of the management of Kurasia Colliery of M/s. S. E. C. Ltd. in dismissing from services of their workman Shri Nathuram S/o Dharam Paul, Mazdoor, is legal and justified ? If not,

to what relief the workman concerned is entitled?”

2. The case of the Union/workman in short is that the workman Shri Nathuram was chargesheeted on 11-3-1985 for alleged assault to Shri S.D. Acharya, Dy. Manager, Underground. The workman denied the charges. However the management was not satisfied of his explanation and initiated a departmental proceeding against him. The Enquiry Officer was appointed. After enquiry the Disciplinary Authority passed the order of dismissal on 26-3-87. It is alleged that the charges were vague and the workman was not supplied relevant documents. The finding of the Enquiry Officer was perverse and was contrary to the record. The Disciplinary Authority without application of mind passed the order of dismissal and had over looked that the workman was acquitted in criminal trial. On these grounds, the order of dismissal dated 26-3-87 be set aside and the workman be reinstated with back wages.

3. The management appeared and contested the reference by filing Written Statement. The case of the management, interalia, is that the workman was General Mazdoor, Cat-I in Kurasia Colliery. It is alleged that on 11-3-85 at about 10.30 AM, he assaulted Shri S. D. Acharya, Dy. Manager, Underground in drunken state. He was examined by the doctor and was found under alcoholic condition. He was chargesheeted for the misconduct. His explanation was not satisfactory and the Disciplinary Authority initiated departmental proceeding against him by appointing Enquiry Officer. Seven witnesses were examined by the management and the same were cross examined by the delinquent workman. The workman also availed opportunity of co-worker. The workman also produced defence witnesses and also gave his own statement. The enquiry Officer after considering the entire evidence found the charges as proved and submitted his enquiry report. The Disciplinary Authority considered the entire materials on record and was satisfied with the finding of the Enquiry Officer and thereafter passed the order of dismissal on 26-3-87. It is stated that the charges were of serious nature and the punishment was just and proper. It is submitted that the workman is not entitled to any relief.

4. On the basis of the pleadings of both the parties, the following issues are framed—

I. Whether the departmental enquiry conducted by the management against the workman is just, proper and valid ?

II. Whether the action of the management in dismissing the workman from service is legal and justified ?

III. To what relief the workman is entitled ?

5. Issue No. I

This issue was taken up as preliminary issue. After

that there is illegality in conducting the departmental proceeding and it is held proper, valid and legal on 2-2-1999. The Union/workman has not challenged the said order in any court of law. This Issue is accordingly answered.

6. Issue No. II

Subsequently the Union/workman absented from the proceeding. Lastly the then Tribunal proceeded ex parte against the workman/Union on 9-6-2008.

7. Except the documents of the departmental proceeding, no fresh evidence is adduced in Court. The photocopies of the record of the departmental proceeding clearly shows that the witnesses had supported the alleged charges against the workman. It is clear that the finding of the Enquiry Officer is not perverse. It is evident from the evidence and finding of the departmental proceeding that the workman had assaulted the superior at the workplace. It appears to be serious misconduct and I do not find any reason to interfere in the order of dismissal passed by the management. As such the action of the management is legal and justified. This issue is decided in favour of the management and against the workman.

8. Issue No. III

On the basis of the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any order to costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 जनवरी, 2011

का.आ. 341.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 167/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2011 को प्राप्त हुआ था।

[सं. एल-22012/293/2002-आईआर(सीएम-II)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th January, 2011

S.O. 341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 167/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial

Dispute between the management of Bishrampur Area of South Eastern Coalfield Limited and their workmen, which was received by the Central Government on 7-1-2011.

[No. L-22012/293/2002-IR (CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM -LABOUR COURT, JABALPUR

No. CGIT/LC/R/167/2003

PRESIDING OFFICER: Shri Mohd. Shakir Hasan

Shri Sodhan Ram,
S/o Shri Jankuram,
Village Kumda Basti, PO Gangikot,
Distt. Surguja (Chhattisgarh).

...Workman/Union

Versus

The Chief General Manager,
Bishrampur Area of South Eastern
Coalfield Limited,
PO Bishrampur, Distt. Surguja, Chhattisgarh

....Management

AWARD

Passed on this 21st day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/293/2002-IR(CM-II) dated 13-10-2003 has referred the following dispute for adjudication by this tribunal:—

"Whether the action of the management of SECL in terminating the services of Shri Sodhan Ram, General Mazdoor vide order No. 2620 dated 25-26-7-1995 is legal and justified? If not, to what relief the affected workmen is entitled?"

2. The case of the workman, in short, is that the workman was appointed as a General Mazdoor Category-I in December 1989. It is stated that in the year 1995, he became ill and was treated at Surajpur State Hospital. After he came fit, he produced medical certificate to the colliery Manager who allowed him to resume duty. He worked for 15-16 days, thereafter he was terminated from the service by the Manager, SECL. It is alleged that the management had not considered his illness and passed order ex parte. It is stated that his termination is illegal and he be reinstated on the post.

3. The management appeared and contested the reference by filing written Statement. The case of the management, inter alia, is that the Industrial dispute is raised

at a very belated stage. Admittedly he was appointed as General Mazdodor but since the beginning he was irregular in his duties. He was charge sheeted several times for his unauthorized absence but in all the occasions he was issued with warning letter for the purpose of improving his conduct but the workman did not show any improvement in his performance and attendance and again absented unauthorisedly without any leave and permission. He was served with chargesheet dated 8/31-5-95 (Exhibit M/6) for his unauthorized absence w.e.f. 10-4-05. The workman submitted his reply (Exhibit M/7) which was found unsatisfactory and a departmental proceeding was initiated. An Enquiry Officer was appointed. The workman participated in the enquiry. He was assisted by his co-worker. After enquiry, he was held guilty of the charges. He was accordingly terminated by the competent authority vide order dated 25/26-7-95 w.e.f. 27-7-95. He had been given full opportunity to defend himself and the principle of natural justice was not violated. On the above grounds, it is submitted that the action of the management is legal, just and proper.

4. The workman subsequently absented and the then Tribunal proceeded the proceeding ex parte on 8-4-2008 against the workman.

5. On the pleadings of both the parties, the following issues are framed -

- I. Whether the departmental enquiry conducted against the workman by the management is legal, valid and proper ?
- II. Whether the management is entitled to adduce evidence to prove misconduct in Court ?
- III. Whether the punishment awarded against the workman is just and proper ?
- IV. To what any other relief, the workman is entitled for ?

6. Issues no. I & II

Issue No. I is not taken up as preliminary issue rather all the issues are taken up in the case as the proceeding is ex parte against the workman. The management has adduced oral and documentary evidence. Shri B. V. Potan is Personnel Manager. He has stated that the workman was habitual absentee and he was several times charge sheeted for the unauthorized absence. He has filed those charge sheets which are Exhibit M/1 to M/5. He did not improve his attendance and again he was absent unauthorisedly w.e.f. 10-4-95. He was again chargesheeted on 28/31-5-95. The chargesheet is Exhibit M/6. He has stated that in the year 1992, he was on attendance for 68 days, in 1993 for 79 days, in 1994 for 11 days and in 1995 till March for 22 days. The workman submitted reply which is Exhibit M/7. The reply was found not satisfactory and an enquiry proceeding was initiated. His evidence further shows that Shri K. B. Prasanna, Personnel Officer was appointed as

Enquiry officer and Shri A. K. Roy was Presenting Officer. The said order is filed which is Exhibit M/7A. He has stated that the workman and his co-worker Shri K. K. Janotia participated in the enquiry proceeding. He has stated that the workman admitted the charges and the management witness was cross-examined. Co-worker also adduced his evidence. This shows that full opportunity was given to the workman to defend himself. The enquiry proceedings is also filed which is Exhibit M/8. The enquiry proceeding also corroborates the evidence of the management witness. There is nothing in rebuttal of the evidence of the management. There is no reason to disbelieve the evidence adduced by the management. Considering the entire evidence, it is clear that the departmental enquiry conducted by the management is legal, valid and proper and there is no need to prove misconduct by the management in Court. Both issues are decided in favour of the management.

7. Issues No. III & IV

On perusal of the evidence discussed above, it is clear that the workman was habitual absentee and he had not improved his performance inspite of several opportunities given to him. I find that the punishment is just and proper and there is no need to interfere in the order passed by the Competent Authority. Under the circumstances, he is not entitled to any relief. The issues are, accordingly decided and the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 जनवरी, 2011

का.आ. 342.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 95/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-01-2011 को प्राप्त हुआ था।

[सं. एल-22012/180/1998-आईआर(सीएम-II)]

डी. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th January, 2011

S.O. 342.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 95/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of SECL and their workmen, which was received by the Central Government on 07-01-2011.

[No. L-22012/180/1998-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/95/99

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

The Secretary,
M. P. Koyla Mazdoor Sabha (HMS),
No.B-44, Ompur, PO Rajgamar Colliery,
Distt. Bilaspur (MP).

...Workman/Union

Versus

Sub Area Manager,
SECL, Rajgamar Colliery,
PO Rajgamar,
Distt. Bilaspur

....Management

AWARD

Passed on this 20th day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/180/98-IR(CM-II) dated 22-2-99 has referred the following dispute for adjudication by this tribunal:-

"Whether the action of the management of SECL, Rajgamar Colliery, Distt. Bilaspur (MP) in terminating the services of Shri Brij Ram S/o Shri Anandram, Piece rated loader, with effect from 20-7-1993 is justified? If not, to what relief is the workman entitled?"

2. The Workman/Union did not appear inspite of notice. Lastly the then Tribunal proceeded ex parte against the Workman/Union on 26-5-2008.

3. The management appeared and file written Statement in the reference. The case of the management, in short, is that there is delay in raising dispute in the year 1999 and as such the reference is not permissible in view of the decision of the Hon'ble Supreme Court. The further case is that initially the workman was admittedly appointed as a Loader w.e.f. 10-6-87 in Rajgamar Colliery of SECL. He was a regular absentee. His attendance particulars in the year 1990 was 155 days, in the year 1991—169 days and in the year 1992—105 days. He was issued charge-sheets previously and several warnings were given for unauthorized absence. Again he became unauthorized

absent from 6-7-1992 till 2-10-92. He was charge-sheeted on 2-12-92. The workman replied but his reply was unsatisfactory. The competent authority initiated departmental enquiry and appointed Shri M.L. Soni as Enquiry Officer. Shri Bhrigram was appointed as Management Representative. The workman participated in the enquiry alongwith co-worker Shri L.P. Rathore. The workman denied the charges which was explained in Hindi. The Management Representative himself was examined as a Management witness and produced documents of particulars of attendance to substantiate the charges. The workman declined to cross-examine the Management witness. The workman was himself examined and cross-examined. After enquiry, the E.O. held the workman guilty of the charges and submitted enquiry report. Considering the entire materials on record, the Competent Authority passed the order dated 19-7-1993 of termination from service. It is stated that the principle of natural justice was followed and the management was justified in terminating the workman.

4. The following issues are framed for adjudication -

- I. Whether the departmental proceeding conducted against the workman was just, proper and legal ?
- II. Whether the action of the management in terminating the services of the workman is justified ?

III. To what relief, the workman is entitled to ?

5. Issue No. I

Since the reference is taken up ex parte against the workman, the issues are taken up finally. The management has adduced oral and documentary evidence. Shri M.L. Soni, Enquiry Officer is examined in the case. He has supported the case of the management. He has stated that attendance particulars of the workman of the year 1990 was 155 days in the year 1991—169 days and in the year 1992—105 days. He has stated that the workman was previously also absented unauthorized and was served with warning letter which is marked Exhibit M/1. He has stated that again he was absented unauthorizedly from 6-7-92 till 2-12-92 and was charge-sheeted on 2-12-92 which is marked as Exhibit M/2. His evidence further shows that the workman participated in the departmental proceeding alongwith co-worker. The photocopies of the enquiry proceeding also shows that the workman was fully participated in the enquiry proceeding. He was examined in the said proceeding. It appears that the principle of natural justice was followed. His evidence is unrebuted. There is no other evidence on the record. There is no reason to disbelieve the oral and documentary evidence adduced by the management. I find and hold that the enquiry conducted by the management is legal and proper. This issue is accordingly decided.

6. Issue No. II & III

The management witness has stated that the workman was habitual absentee unauthorizedly.

Considering the evidence adduced by the management, it is clear that he was habitual absentee and he was not improving his conduct through warning was given by the management on other occasions. This shows that the action of the management in awarding punishment of termination from service is justified. I do not find any reason to interfere in the order of punishment. The workman is not entitled to any relief. These issues are decided in favour of the management and the reference is accordingly, answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 7 जनवरी, 2011

का.आ. 343—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं सी.पी. डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 267/2004, 1/2009, 143/2004, 285/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-1-2011 को प्राप्त हुआ था।

[सं. एल-42012/167/2003-आईआर(सी-II),

सं. एल-42012/79/2008-आईआर(डी-यू),

सं. एल-42012/119/2003-आईआर(सी-II),

सं. एल-42012/306/2003-आईआर(सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 7th January, 2011

S.O. 343—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 267/2004, 1/2009, 143/2004 & 285/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workmen, which was received by the Central Government on 7-1-2011.

[No. L-42012/167/2003-IR (C-II),

No. L-42012/79/2008-IR (DU),

No. L-42012/119/2003-IR (C-II),

No. L-42012/306/2003-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI GYANANDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

1. Case No. I.D. No. 267/2004

Zonal Secretary, All India CPWD (MRM) Karamchari Sangathan, CPWD Store Building, Sector 7-B, Chandigarh.

2. Case No. I.D. No. 1/2009

Shri Balwinder Kumar S/o Shri Manphool Chand, H.No. 46, St. No. 3, Balmiki Basti, Near Telephone Exchange, Bedi Barradari, Patiala (Pb).

3. Case No. I.D. No. 143/2004

Sh. Ramesh Singh, S/o Sh. Gurdev Singh, Village & Post Office, Bhabat, Tehsil Derabassi, Distt. Patiala.

4. Case No. I.D. No. 285/2004

Zonal Secretary; All India CPWD (MRM) Karamchari Sangathan, CPWD Store Building, Sector 7-B, Chandigarh.

..... Applicants

Versus

1. Executive Engineer, C.P.W.D. Chandigarh Central Division Kendrya Sadan - Sector -9, Chandigarh.

2. Amended *vide* order dated 15-12-10 Executive Engineer, CPWD (Electrical Division) C.C.D. Kendrya Sadan, Sector -9, Chandigarh.

....Respondents

APPEARANCES:

For the Workman : Sh. Satish Kumar, Adv.

For the Management : Sh. M. K. Bansal, Adv.

AWARD

Passed on 20-9-2010

These four Industrial disputes and references were referred by Central Government by exercising its powers under Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act). The Central Government has referred the following Industrial disputes for adjudication of this Tribunal:-

1. No. L-42012/167/2003-IR (CM-II) dated 30-07-2004

“Whether the contract between the management of CPWD and the contractor is sham ? If so, the demand of All India CPWD (MRM) Karamchari Sangathan, Chandigarh for regularization of the services of Shri Pawan Kumar S/o Shri Banni Singh justified and to what relief he is entitled?”

2. No. L-42012/79/2008 /IR (DU) dated 20-03-2009

“Whether the contract between the management of CPWD and their contractor with regard to employment of Shri Balwinder Kumar is sham and bogus, If yes whether the action of the management in terminating his services w.e.f. 05-02-2007 is legal and justified and to what relief the workman is entitled to”

3. No.L-42012/119/2003-IR (CM-II) dated 12-03-2004

“Whether the action of CPWD Chandigarh in terminating the services of Sh. Ramesh Singh S/o Sh. Gurdev Singh, Beldar w.e.f. 2-1-2003 without any notice and without any payment of retrenchment compensation etc. is legal and justified ? If not, to what relief the concerned workman is entitled to and from which date?”

4. No.L-42012/306/2003-IR (CM-II) dated 23-08-2004

“Whether the contract between the management of CPWD and their contract is sham and the demand of All India CPWD (MRM) Karamchari Sangathan for regularization of the services of Shri Rajinder Kumar in the organization of CPWD is legal and justified? If yes, to what relief they are entitled?”

Common questions of law and facts are involved in all the references. Hence, all the references were consolidated for adjudication by a common award. The main issue for adjudication before this Tribunal in all the references is whether the contact between the management of CPWD and their contractor to supply the contract labour is sham? This Tribunal is also required to answer the fate of each workman, if the adjudication of above query is positive. It is the common contention of every workman that they were engaged by the department through contractor. Wages to them were paid by the department and they were under the administrative control of the management. The so called contractor is sham and every workman is entitled for regularization of the services because the posts are lying vacant.

The management has objected the contention of every workman by filing written statement. It is the contention of the management in all the references that every workman was engaged through the contractor and there had been no master-servant relationship between the management and the workman. It is also contended by the management that consolidated amount was paid to the contractor and thereafter, the contractor used to pay the wages to the workmen. It is further contended by the management that all the workmen were under the administrative control of the contractor and not of the management.

Both of the parties were afforded opportunity for adducing evidence. Oral evidence was recorded. Apart

from the evidence of workman, the statement of Mr. Bhardwaj, Assistant Engineer and statement of Shri Raj Kumar, the Office bearer of the All India CPWD (MRM) Karamchari Sangathan was also recorded for workman. On behalf of the management the statement of Shri Bhardwaj, Executive Engineer concerned was recorded. With consensus all the files were consolidated and it was decided on consensus that evidence recorded in Pawan Kumar Vs CPWD and in other cases shall be read over in all the references. The management has also filed certain documents, which shall be perused in connection, with all the references. In fact, the witness of the management appeared before the court for evidence along with all the Registers relating to the period in question, but only one Register, which was marked as Ex. M-1/10 was kept on record on consensus of parties.

I have heard the parties and their legal representative at length. It is argued by the legal representative of the workmen that though all the workmen have been shown working as contract labour but the principal employer is CPWD and witness Shri Bhardwaj, Assistant Engineer of CPWD has stated that Pawan Kumar was working as Beldar. Under such scenario when Pawan Kumar was working as Beldar under the administrative Control of the Officers of the management, the contract by which Shri Pawan Kumar was engaged as a contract labour was shame? It was a paper arrangement just to prevent the workmen from their lawful claims. It was also argued by the workman that the term of regulation, which was accepted by the CPWD have been violated by the management. Regulation 5 is relating to the payment of wages and Sub Clause 9, 10 and 11 impose certain obligations on. the management, which were violated. Likewise, Central Government (R&A) Rule, 1971 also impose obligation on management to maintain certain records but the management failed to maintain the same. It was further argued by the representative of the workman that the provisions of Contract Labour (Regulation and Abolition) Act, 1970 were violated by the management. The learned legal representative of the workman had relied upon the following case laws:-

The learned representative of the management has argued that all the four workers were the contract labours. They were not appointed by the management of the CPWD. The payment was made good by the contractor and they were under the administrative control of the contractor. The management has claimed that there had been no employer-employee relationship between the management and the workmen. The management has also relied upon the law laid down by the Hon’ble Apex Court published in Steel Authority of India Limited & others Versus National Union Water Workers.

I have gone through all the case laws referred and

relied upon by the management. First of all, the issue before this Tribunal to adjudicate and answer is whether there had been employer-employee relationship between the workman and the management ?

So far as the relationship between the workman and the management of CPWD is concerned, it is a matter of fact and will be adjudicated and answered on perusal of the pleadings filed and evidence adduced by the parties. In all the references it is admitted that there was a contract in between the management and the workman. The dispute is regarding the nature of contract. It is the contention of the workman that contract is sham and camouflage. Almost in all the four references it is admitted that no appointment letter was issued to them by the management. It is also admitted that they have no documents to prove that payment was made good to the workman by the management of CPWD and not by the contractor. The same statement is also given by the witness of the workman in Shri Pawan Kumar's case. The statement shall be read over in all the references on the consensus of the parties. The documentary evidence filed by the management also proved that payments of wages were made good by the contractor and not by the management. The Hon'ble Supreme Court in 2008 LLR 801, GM, ONGC Silchur Versus ONGC Contractual Workers Union has laid down the guidelines to establish the direct employee-employer relationship between the workman and the management of any organization. The ratio of judgment in ONGC, Silchur's case (supra) makes it clear that for establishing the facts on employee-employer relationship, the workman has to prove the following facts :-

1. That there exist relationship of master and servant;
2. That there is no contractor appointed by the management of CPWD;
3. That management of CPWD used to supervise the alleged work assigned to the individual worker;
4. That the management of CPWD had administrative control over the workman by taking disciplinary action and calling for explanation of the workman;
5. That the workers were paid wages by the management of CPWD directly and not by the contractor, and at the cost of repetition, the wages were paid to the workers by the management of CPWD and the acquaintance Roll were prepared by the management of CPWD to make the payment to the workers.

If the above ratio of the judgment mentioned in this heads is applied in the four industrial disputes in question, it is absolutely clear that no appointment letter was given to any of the workman. It is only contended by Mr. Bhardwaj Assistant Engineer of CPWD that Pawan Kumar was working as Beldar. He was discharging the

functions of the Beldar. But in his cross-examination he has also stated that Pawan Kumar and other three were the contractual workers. They were supplied by the contractor and if the work was not satisfactory, they were changed by the contractor. Thus, on the basis of the fact that the workmen were doing and discharging the same functions that of Beldar cannot give a way to the Tribunal to hold that workmen were working under the Administrative control of the management. The very evidence of Mr. Bhardwaj is sufficient to prove that power of taking disciplinary action in case of failure of workman to discharge their functions satisfactorily lies with the contractor and now with the management. The documents filed by the management prove that payments of wages were made good by the contractor and not by the management. The consolidated amount was paid by the management to the contractor and thereafter, the contractor used to pay it to the daily wagers. Thus, for all actions namely, appointment, administrative control, payment of wages and disciplinary action, there had been no master-servant relationship between the management and the workman.

Certain regulations were not followed by the management regarding payment of wages and maintenance of certain registers. This is the main argument of learned legal representative of the workmen. Non compliance of certain regulations regarding payment of wages and maintenance of certain records relating to the contractual labour cannot prompt this Tribunal to treat the contractual workers as the permanent employee of the management. Every public appointment is to be made as per the rules of any establishment. The management cannot be permitted to bypass the rules in case of public appointment. If it is done it will be a fraud with the legislature, rules and regulations regulating the public appointment. If it is considered also it shall open a new channel to the management to bypass the rules relating to the public appointment. The rules relating to the public appointment cannot be compromised at any cost. The public appointments have to be made strictly as per rules. It is nowhere provided in the present rules that contractual labours can be treated as the permanent employees. It can be only in the case where the contract is sham and camouflage. It is not the case in all these four industrial disputes. As per the policy of Government, the management has entered into a contract with certain contractors to supply contract labour. In compliance of the terms of the contract, the contractor has supplied the contract labour. Thus, on account of not maintaining certain records and non following certain regulations regarding the payment of wages, the contractual workers cannot be treated as the permanent employees of CPWD. There can be other remedies available to the workers for not maintaining the records and not observing the regulations but the contractual labour in no way can be treated to be the regular employee.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of CPWD on account of violation of any of the provisions of Contract Labour (Regulation and Abolition), Act 1970. It is issue of law and has limited concern with the facts. On the issue of facts, I have already given my view that the workmen are not employees of the management of CPWD but their services were provided by different contractors to the management. As this issue of law is also raised by the parties, it is duty of this Tribunal to decide it as well. On this issue there may be three circumstances:-

- (1) There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10(1) of the Contract Labour (Regulation and Abolition) Act 1970.
- (2) There may be an issue regarding the registration of establishment of principal employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
- (3) There may be an issue regarding the license by the contractor under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1), Section 7 and Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970, the contract labour shall be deemed to be an employee of the principal employer.

This issue has been settled by the Hon'ble Apex Court in Steel Authority of India Ltd.'s case (supra). Moreover, Punjab and Haryana High Court in Food Corporation of India & others Versus Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court 1, Chandigarh & others 2008 LLR 391, has decided this issue after relying the ratio of Steel Authority of India Ltd., case (supra) without mentioning the relevant paras of Steel Authority of India Ltd., case (supra) and of Food Corporation of India & others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court case (supra), I am relying the ratio of both of the judgments, and the ratio of both of the judgment is that if there is any violation of Section 7, Section 10 and Section 12 of the Contract Labour (Regulation and Abolition) Act, then only penal provisions of Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Almost in all the references the registration of the license have been produced by the management of CPWD. It may only resulted in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act,

1970, if there is any violation of any provisions of the Contract Labour (Regulation and Abolition) Act.

From the above observations I am of the view that none of the workman was appointed by the management of CPWD nor any of them was under the administrative control of the management. It is proved before this Tribunal that they were the contractual workers and their services were provided to the management in pursuance of a lawful agreement entered into between the management of CPWD and the contractor supplying the contract labour. It has also been held by this Tribunal that by non-compliance with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, the management of CPWD cannot be held to be the direct principal employer. The Tribunal has further held that by not observing of certain regulations regarding payment of wages through contractor and not maintaining certain records regarding the services of the contractual labour, the contractual workers cannot be deemed and treated to be the regular employees of the management. Thus, the contract between the management of CPWD and the contractor was not sham. Supply of contractual worker may be prohibited by the management in certain specific jobs for that the officers of the management, who have avoided and violated the law may be responsible under punitive clause but the contractual workers in no way can be treated to be the permanent employees of the management.

On the above observations I am further of the view that there was a contract between the management and the contractor to supply contract labour and in pursuance of the terms and conditions of the contract, contract labour was supplied. All the four workmen were the contract labours. The contract was not sham and camouflage. None of the workman is entitled for any relief. Accordingly, all the industrial disputes under references are hereby answered. Let Central Government be approached for publication of the award, and thereafter, file be consigne to the record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 10 जनवरी, 2011

का.आ. 344.—जबकी मैसर्स टाटा कैपिटल लि. [बांद्रा क्षेत्र में कोड संख्या एमएच/बीएएन/49256 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकोपी उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अशंदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-09-2007 से अगली अधिसूचना तक के लिए छूट प्रदान करती हैं।

[सं. एस-35015/35/2010- एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 10th January, 2011

S.O. 344.—Whereas M/s. Tata Capital Limited [under Code No. MH/BAN/49256 in Bandra Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-09-2007 until further notification.

[No.S-35015/35/2010-S.S.-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 10 जनवरी, 2011

का.आ. 345.—जबकि मैसर्स मंगलौर रिफाइनरी एण्ड पेट्रोकेमिकल्स लिमिटेड [मंगलौर क्षेत्र में कोड संख्या केएन/20171एवं केएन/20234 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अशंदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग

करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-03-2008 से अगली अधिसूचना तक के लिए छूट प्रदान करती हैं।

[सं. एस-35015/13/2010-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 10th January, 2011

S.O. 345.—Whereas M/s. Mangalore Refinery & Petrochemicals Limited [Code No. KN/20171 & KN/20234 in Mangalore Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-03-2008 until further notification.

[No.S-35015/13/2010-S.S.-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 17 जनवरी, 2011

का.आ. 346.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 फरवरी, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा 76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध असम राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जोरहाट शहर के विस्तारित क्षेत्रों के अंतर्गत राजस्व वाले गांव के अंतर्गत आने वाले क्षेत्र—शोनारी गांव, हजारी गांव, बारभेटा चापोरी, पोकमुरी हबी गांव चराऊबाही मौजा के भक्त चेउनी गांव, गांव—बहाती गांव, भाती मोरा गांव, सरबाई बंधा गांव, सरसराई मौजा में बहातिया गांव, गांव पर्बतीया और खंडीया मौजा में चर्गिया गांव,

कातोनी मौजा में काठकोतिया गांव और काटोनी गांव, गांव—गारामुर मौजा में दुलिया गांव, जोरहाट टाडन मौजा में लीचूबारी और जेल रोड और जोरहाट जिले में होलनापार मौजा में चेनीजान गांव । ”

[सं. एस-38013/07/2011-एस. एस.-I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 17th January, 2011

S.O. 346.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2011 as the date on which the provisions of Chapter IV and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Assam namely:-

“ Areas under extended areas of Jorhat town falling under the Revenue Villages - Sonari Gaon, Hazari Gaon, Barbheta Chapor, Pokimuri Habi Gaon, Bhakat Cheuni Gaon in Charaibahi Mouza, Villages - Bahati Gaon, Bhati Mora Gaon, Sarbai Bandha Gaon, Bahatia Gaon in Sarusarai Mouza, Villages - Charinga Gaon in Parbatia and Khandia Mouzas, Villages - Kathkotia Gaon and Katoni Gaon in Katoni Mouza, Villages - Dulia Gaon in Garamur Mouza, Lichubari & Jail Road in Jorhat Town Mouza and Chenijan Gaon in Hollungpar Mouza in the district of Jorhat.”

[No. S-38013/07/2011-S. S.-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 17 जनवरी, 2011

का.आ. 347.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 फरवरी, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध कर्नाटक राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“ नरसापुर ग्राम, होबली बेटगेरी, तालूक गदग, जिला गदग, के राजस्व ग्राम के क्षेत्र । ”

[सं. एस-38013/06/2011-एस. एस.-I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 17th January, 2011

S.O. 347.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st February, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and

Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Karnataka namely:-

“ Areas Comprising of Revenue Village of Narasapur, Hobli Betageri, Taluk Gadag, District Gadag.”

[No. S-38013/06/2011-S. S.-I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 21 जनवरी, 2011

का.आ. 348.—जबकी मैसर्स मवाना सुगर वर्क्स [मेरठ (उत्तर प्रदेश) क्षेत्र में कोड संख्या यूपी/231 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकोर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है ।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं ।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-12-1995 से अगली अधिसूचना तक के लिए छूट प्रदान करती हैं ।

[सं. एस-35015/73/2009 एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st January, 2011

S.O. 348.—Whereas M/s. Mawana Sugar Works [under Code No. UP/231 in Meerut (Uttar Pradesh) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as

the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-12-1995 until further notification.

[No. S-35015/73/2009-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 21 जनवरी, 2011

का.आ. 349.—जबकी मैसर्स आर्टिफिशियल लिम्ब्स मैनुफैक्चरिंग कॉर्पोरेशन ऑफ इंडिया [उत्तर प्रदेश क्षेत्र में कोड संख्या यूपी/6248 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-6-1979 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/15/2009-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st January, 2011

S.O. 349.—Whereas M/s. Artificial Limbs Manufacturing Corporation of India [under Code No. UP/6248 in Uttar Pradesh Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees

are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-6-1979 until further notification.

[No. S-35015/15/2009-S.S.-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 21 जनवरी, 2011

का.आ. 350.—जबकी मैसर्स टाटा कंसल्टिंग इंजीनियर्स लिमिटेड [मुम्बई-1 क्षेत्र में कोड संख्या एमएच/7951 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-10-1994 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/2/2010-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st January, 2011

S.O. 350.—Whereas M/s. Tata Consulting Engineers Limited [under Code No. MH/7951 in Mumbai-1 Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said

establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-10-1994 until further notification.

[No. S-35015/2/2010-S.S.-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 21 जनवरी, 2011

का.आ. 351.—जबकी मैसर्स बिल्ट पॉवर लिमिटेड (अवधारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-7-2006 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 1-7-2006 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/12/2009-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st January, 2011

S.O. 351.—Whereas M/s. Bilt Power Limited (Avantha Power & Infrastructure Ltd.) [under Code No. HR/19820 in Karnal (Haryana) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-7-2006 until further notification.

[No. S-35015/12/2009-S S-II]

S. D. XAVIER, Under Secy.